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ABSTRACT

The collective bargaining agreement between Eastern Michigan University and the Eastern Michigan University Chapter of the American Association of University Professors (AAUP) covering the period September 1, 1985-August 31, 1987 is presented. Items covered in the agreement include: definitions, unit recognition, management rights, union rights, released time, membership dues and service fees, grievance procedure, layoff and recall, professional responsibilities of faculty members, international projects appointments, leaves of absence, sabbatical leaves and research/creative activity fellowships, faculty committees, faculty appointments and reappointments, tenure and reappointments, nonrenewal of probationary appointments, suspensions for reasonable cause, termination for reasonable cause, termination for medical reasons, resignations, personnel files, compensation and salary adjustments, medical/dental insurance, long-term disability benefits, travel insurance, tuition assistance for faculty and family members, retirement benefits, tenure buyout plan, death benefits, health and safety committee, and strikes/lockouts. Appendices contain six memoranda of understanding and a minimum salary table for 1985. (SW)

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EMU AAUP

AGREEMENT BETWEEN
EASTERN MICHIGAN UNIVERSITY
AND THE EASTERN MICHIGAN
UNIVERSITY CHAPTER OF THE
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

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agreement between
EASTERN MICHIGAN UNIVERSITY
and the EASTERN MICHIGAN UNIVERSITY CHAPTER of the
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
September, 1985

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AGREEMENT

1. Agreement entered into this first day of September, 1985, by and between Eastern Michigan University (hereinafter "EMU") and the Eastern Michigan University Chapter of the American Association of University Professors (hereinafter "Association").

ARTICLE I. DEFINITIONS

2. A. "EMU" means Eastern Michigan University, Ypsilanti, Michigan, a state institution of higher education, and its administrative agent.
3. B. "Association" means Eastern Michigan University Chapter of the American Association of University Professors.
4. C. "Faculty Member" means a person employed in the Bargaining Unit as defined in Article III.
5. D. "Unit" or "Bargaining Unit" means the Faculty Members collectively covered by Article III.
6. E. Pronouns of masculine and feminine gender include each other.

ARTICLE II. GENERAL PURPOSE AND INTENT

7. EMU and the Association recognize their responsibilities under federal, state, and local laws relating to fair employment practices and affirm their commitment to the principles involved in the area of civil rights.
8. The parties each agree that there shall be no discrimination because of race, creed, sex, color, age, marital status, nationality, political belief, or for participation in or affiliation with any labor organization. It is recognized that age may be a factor in compulsory retirement and benefit programs.
9. The parties each agree, pursuant to the relevant sections of the Rehabilitation Act of 1973 and Michigan civil rights legislation, that there shall be no discrimination because of handicap. This provision shall not be subject to arbitration.
10. Faculty Members, while not conducting their faculty responsibilities, shall have the same rights to participate in political activities as other citizens. This statement shall not be construed to constitute an infringement upon the academic freedom of any Faculty Member.
11. EMU and the Association agree that the provisions of this Agreement shall apply to all Faculty Members without discrimination.
12. EMU and the Association fully affirm the principle of academic freedom in both teaching and research. The right of academic freedom shall be the right of every Faculty Member.
13. The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations for the mutual interest of EMU and the Association. EMU and the Association encourage to the fullest degree, friendly and cooperative relations between their respective representatives.

ARTICLE III. RECOGNITION OF ASSOCIATION

- 14 A. Pursuant to and in accordance with all the applicable provisions of Act 176 of the Public Acts of 1939 and Act 336 of the Public Acts of 1947, as amended, EMU does hereby recognize the Association as the certified exclusive collective bargaining representative for all teaching faculty employed by Eastern Michigan University, including professors, associate professors, assistant professors, instructors, media service managers*, coach/teachers* and librarians with faculty rank; and including deans, directors, department heads and other supervisory employees, lecturers, visiting professors, adjunct professors, non-tenure track academic employees, career army personnel in the Department of Military Science, and all other employees.
- 15 B. EMU shall not aid, promote or finance any other group or organization which purports to engage in collective bargaining on behalf of Faculty Members in the Bargaining Unit covered by this Agreement.
- 16 C. It is the policy of EMU not to reduce the Bargaining Unit by arbitrary changes in titles or by the creation of new classifications.
- *In accordance with MERC cases #R75J-427 and R76A-1.

ARTICLE IV. EMU'S RIGHT TO MANAGE

- 17 EMU retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in EMU.

ARTICLE V. ASSOCIATION RIGHTS

- 18 A. Information Furnished to the Association
- 18 B. EMU shall furnish the following information and data to the Association:
- 19 1. A list of the members of the Bargaining Unit, showing the name, rank, percentage of Fall/Winter appointment, salary, department, tenure status, date of tenure, time in rank, highest relevant academic degree, date of highest relevant academic degree, and date of birth. If a Faculty Member has a split appointment, the percentages of his/her appointment shall be combined and the area where the Faculty Member holds the greatest percentage of appointment reflected as his/her department. Such list shall be furnished within sixty (60) calendar days after the execution of this Agreement and within sixty (60) calendar days after the beginning of each semester thereafter. Interim changes, including promotions, terminations, and changes to and from administrative status or part-time employment, shall be furnished within thirty (30) calendar days of the end of the month in which the change occurs. Tentative notice of names and addresses of newly hired Faculty Members shall be furnished with fifteen (15) working days of the date

such Faculty Members first appear on the payroll and receive a paycheck. A list of faculty W-2 salaries shall be provided the Association within forty-five (45) days after the end of the calendar year.

- 20 2. A list of non-bargaining unit employees (e.g. lecturers) whose principal responsibility is teaching and/or professional library service, showing the name, department, current percentage of appointment and most recent date of hire. Such list shall be furnished within forty-five (45) calendar days after the execution of this Agreement and within forty-five (45) calendar days after the beginning of each semester thereafter.
- 21 3. Copies of minutes of official meetings of the Board of Regents, Budget Requests, Program Revision Requests, Resource Plans (including all mid-year updates or revisions) and the Annual Audited Financial Statement as approved by the Board of Regents for submission to the State Offices.
- 22 4. Section master listings as of the date of the "HEGIS" count. Such listings shall be furnished to the Association when furnished to the State Department of Management and Budget.

23 B. Association use of facilities and services:

- 24 1. The Association and Association officers shall, for the purpose of carrying out the business of the Association, have the right to hold meetings in University facilities at such times and places as may be reasonably designated by EMU.
- 25 2. The Association shall have the right to post notices of its activities and matters of Association concerns on bulletin boards designated by EMU.
- 26 3. The Association shall have the right to send the Association Newsletter and other Association notices to Faculty Members through the EMU mail service provided such use of the mail shall not cause an unreasonable load on such system.
- 27 4. The Association shall have the use of a Centrex telephone in its office. All costs, including charges for installation and use, shall be the responsibility of the Association.
- 28 5. The Association shall have the right to have up to three (3) telephone numbers listed in the campus telephone directory.
- 29 6. EMU shall provide the association four (4) service parking permits for Association Officers and Staff.

30 C. Released Time

- 31 1. A Grievance Officer designated by the Association shall be granted one-half (1/2) released time during the terms or semesters he/she teaches for the purpose of acting on behalf of Faculty Members in the grievance procedure.
- 32 2. Three-fourths (3/4) of one FTE released time shall be provided to Association members during the academic year for service that is performed for the mutual benefit of the Association and the University, subject to the following conditions:

- 33 a. No Association member shall receive more than one-half (1/2) released time in any one term.
- 34 b. The Association shall notify the University at least thirty (30) days prior to the commencement of a released time assignment, except as provided herein. Said notification shall include the name of the Faculty Member to receive the released time and the purpose of the released time. The thirty (30) day notification period may be waived by mutual consent of the parties if a Faculty Member previously scheduled for released time is unable to accept the assignment.
- 35 D. Insurance Coverage for Association Employees
Up to three (3) employees of the Association shall, with the approval of the respective insurance carriers, be permitted to participate in the group insurance programs (e.g. health and dental) as are provided for Bargaining Unit members by EMU. The Association shall provide payment to EMU for the cost of coverage in accordance with such terms and conditions as EMU may so prescribe.
- 36 E. Selection of Negotiators
Neither party in any negotiations shall have any control over the selection or number of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall have all the necessary power and authority to make proposals and consider proposals in the course of negotiations. The Agreement shall not be binding until ratified by the Board of Regents of the University and the Association.
- 37 F. Copies of Agreement
Copies of this agreement shall be printed at the expense of EMU and presented to all Faculty Members now employed or hereafter employed (one copy for each Faculty Member) with fifty (50) extra copies for the Association. Additional copies shall be furnished to the Association at cost.

ARTICLE VI. ASSOCIATION MEMBERSHIP DUES AND SERVICE FEES

38 A. Membership Dues and Service Fees

During the term of this Agreement, and in accordance with and to the extent of any applicable state or federal laws, every Faculty Member shall, as a condition of employment by EMU, either become a member of the Association and tender thereafter the uniformly required Association membership dues or, in the alternative, tender a service fee. The amount of the service fee shall be the uniformly required membership dues less any amount which is expended by the Association from membership dues for political purposes or any other purposes not directly related to the cost of negotiating and administering this Agreement. The membership dues or service fees shall be tendered commencing with the month following thirty one (31) calendar days after the execution of this Agreement or thirty one (31) calendar days after the Faculty Member's commencement of employment in the Bargaining Unit, whichever is later.

39 B. Method of Payment

The membership dues and service fees provided for herein shall be paid on a biweekly basis by payroll deduction made pursuant to a properly executed Payroll Deduction Authorization form delivered to EMU, said authorization to be irrevocable for the life of this Agreement.

40 C. Certification of Membership Dues and Service Fees

The Association shall submit to EMU's Payroll Office written certification of those faculty members who have signed payroll deduction authorizations and notification of a uniform percentage of total earnings, if appropriate, to be deducted for each Faculty Member.

41 D. Payment by Payroll Deduction

During the life of this Agreement, and in accordance with and to the extent of any applicable state or federal laws, EMU agrees to deduct the biweekly membership dues and service fees as provided for in VI.A. above, proportionately each deduction period from the wages of all Faculty Members who have, on a form satisfactory to EMU and the Association, individually and voluntarily given EMU written authorization to make said deductions. Membership dues and service fee deductions shall be remitted to the Treasurer of the Association at an address furnished in writing to the Payroll Office by the Association within ten (10) working days after the end of each month. The Association assumes full responsibility for the disposition of all monies deducted once they have been forwarded to the Treasurer of the Association as set forth above.

42 E. Delivery of Executed Payroll Deduction Authorization Form

A properly executed copy of the Payroll Deduction Authorization form for each Bargaining Unit member for whom Association membership dues or service fees are to be deducted hereunder shall be delivered to EMU's Payroll Office before any payroll deductions are made. Deductions shall be made thereafter only under Payroll Deduction Authorization forms which have been properly executed and are in effect. Any Payroll Deduction Authorization form which is incomplete or in error will be sent to the Treasurer of the Association by EMU.

43 F. Limits of Deductions Required To Be Made by EMU

Deductions shall be made only in accordance with the provisions of the Faculty Member's Payroll Deduction Authorization, together with the provisions of this Agreement. EMU shall have no responsibility for the collection of membership dues and special assessments, or any other deductions not in accordance with the express provisions of this Article. Further, EMU shall have no obligation to make deductions from the pay of any Bargaining Unit member who has insufficient net earnings due him/her to cover the full amount of such deduction.

44 G. Termination of Payroll Deduction

Payroll deduction authorizations shall remain in effect and continue for the duration of this Agreement. A Faculty Member shall cease to be subject to deductions following the pay period in which the Faculty Member's employment in the Bargaining Unit terminates. The Association shall be notified by EMU of the names of such Bargaining Unit members following the end of the pay period in which the termination occurs.

45 H. Refunds

In cases where a deduction is made that duplicates a payment that a Faculty Member already has made to the Association, or where a deduction is not in conformity with the provisions of the Association's Constitution or By-Laws, or this Agreement, refunds to the Faculty Member will be made by the Association.

46 I. Limit of EMU's Liability for Remittance or Payment of Payroll Deductions

EMU shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Faculty Members.

47 J. Failure to Comply

- 48 1. A Faculty Member who fails to tender to the Association either the uniformly required membership dues or service fees as above provided shall be laid off by EMU for one and one quarter (1 1/4) days, with corresponding deductions in his/her academic year base salary, in accordance with the following procedure:

- 49 a. The Association shall notify the Faculty Member by certified mail explaining that he/she is delinquent in not tendering required membership dues or service fees, specifying the current amount of the delinquency, the period of delinquency and warning the Faculty Member that unless delinquent membership dues or service fees are tendered within thirty (30) calendar days of such notice, and a Payroll Deduction Authorization form signed, the Faculty Member shall be reported to EMU for layoff as provided for in this Article.

- 50 b. The Association shall send a copy of the letter sent to the Faculty Member and the following written notice to the Director of Staff and Union Relations at the end of the thirty (30) day period set forth in Section a. above:

- 51 The Association certifies that (name of Faculty Member) has failed to execute a Payroll Deduction Authorization form or to tender either the Association membership dues or service fees required as a condition of employment under the Collective Bargaining Agreement and demands that, under the terms of this Agreement, EMU lay off this Faculty Member for one and one-quarter (1 1/4) days.

- 52 A copy of such notice shall, at the same time, be submitted via certified U.S. Mail to the Faculty Member by the Association.

- 53 c. Within ten (10) working days of receipt of such notice the Director of Staff and Union Relations, or his/her designee, shall communicate the Association's request for layoff to the Faculty Member and advise such Faculty Member that he/she must present proof of payment of all back membership dues or service fees owed the Association within ten (10) calendar days of mailing of said notice by EMU (unless otherwise extended by the Association and EMU) or he/she shall be deemed to have refused to make

said payment and shall be laid off for one and one-quarter (1 1/4) days.

2. If the Faculty Member fails to present said proof as herein provided, he/she shall be laid off for the first one and one-quarter (1 1/4) days of the Winter break that University offices are officially open. A Faculty Member's layoff for one and one-quarter (1 1/4) days, with a corresponding deduction in his/her academic year base salary, shall serve to cancel the entire obligation represented by any and all past, present or future unpaid membership dues and/or service fees for which the Faculty Member is or may be obligated during the twelve (12) month period encompassing the period(s) for which said membership dues/service fees were unpaid and the Faculty Member laid off.

For purposes of this provision, such twelve (12) month period shall be computed commencing with the first (1st) day of the then current academic year and extending through and including the day immediately preceding the first (1st) day of the following academic year. In no instance shall a Faculty Member be laid off for more than one and one-quarter (1 1/4) days for failure to pay his/her membership dues/service fee obligation for any given academic year as above provided.

3. The layoff of a Faculty Member as hereinabove provided shall not be subject to the provisions of Article VIII, Layoff and Recall, Article XVI, Non-Renewal of Probationary Appointments, Suspensions, Terminations and Resignations, or any other provisions of this Agreement deemed inconsistent herewith.

4. Grievances arising from this Article shall be limited to the issues of whether or not the Faculty Member executed the Payroll Deduction Authorization Form specified in paragraph B and/or whether or not the Faculty Member paid the Dues or Service Fees specified in paragraph A. Any other grievance arising from this Article shall be barred.

K. EMU Save Harmless

The Association agrees to indemnify, protect and save harmless EMU from any and all claims, demands, suits, or other forms of liability, or any and all costs or fees related thereto, by reason of action taken or not taken by EMU for the purpose of complying with the provisions of this Article.

ARTICLE VII. GRIEVANCE PROCEDURE

A. Scope

Nothing in this Article VII shall prevent informal adjustment of any complaint and the parties intend that, so far as reasonably possible, such complaints will be resolved between the Faculty Member and the administrative agent of EMU immediately involved. Except as otherwise specifically provided in this Agreement, any grievance of a Faculty Member or group of Faculty Members shall be adjusted as stated in this Article VII. A grievance is defined as a written allegation that there has been a breach, misinterpretation, improper application, or failure to act pursuant to this Agreement.

60 B. Construction

The resolution of a grievance shall not add to, subtract from or modify the terms of this Agreement, or serve as a precedent in the future interpretation or application of the terms of said Agreement, unless done so in writing and approved by EMU's Executive Director of Human Resources and the Association's President, or their respective designees. Any such agreement reached between the Association and EMU shall be binding on the Association, EMU and Faculty Members.

- 61 In computing any time limit specified under this Article VII, Saturdays, Sundays, holidays, Christmas/New Year Season Days and Act of God days on which the University is officially closed for business will be excluded.

62 C. Basic Provisions

- 63 1. Any individual Faculty Member or group of Faculty Members may at any time present informal complaints to EMU and have said complaints adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
- 64 2. The Association's Grievance Officer and EMU's Director of Staff and Union Relations shall be provided with a copy of all written grievances, grievance adjustments, grievance withdrawals, grievance denials, notices of appeals, notices of extensions, notices of filing of objections, and all other correspondence exchanged between the Association's and EMU's representatives pursuant to the processing of grievances as herein provided. Said copies shall be provided concurrently with the transmittal of the original correspondence exchanged between the parties' representatives.
- 65 3. Except as provided in paragraph VII.D. of this Agreement, or unless EMU's Executive Director of Human Resources and the Association's Grievance Officer, or other respective designees, enter into a written waiver and agree to bypass any or all steps of the grievance procedure or agree to proceed directly to arbitration, Steps One, Two and Three of the grievance procedure as set forth in Paragraphs VII.E. through VII.G. of this Agreement shall be pursued to completion before any application for arbitration may be made under Paragraph VII.H.
- 66 4. No Faculty Member or group of Faculty Members, other than the Association, shall have the right to initiate an arbitration proceeding hereunder.
- 67 5. At the third step of the grievance procedure and at arbitration hearings, the grievant(s) shall have the right to have legal counsel present at his/her (their) own expense.
- 68 6. Unless extended by mutual consent of the parties' representatives at the respective steps of the grievance procedure, the time limits specified herein shall be the maximum time allowed. Failure to comply with the time limits on the part of any administrative agent shall permit the grievance to proceed to the next step. Failure to initiate any grievance within the time limits specified herein on the part of the Association or the grievant(s) shall bar further processing of the grievance. Failure to appeal any grievance within the time limits specified herein on the part of the Association or the grievant(s) shall

cause the grievance to be resolved on the basis of the last administrative decision concerning the matter(s) at issue and bar further processing of the grievance.

- 69 7. A Faculty Member who participates in the grievance procedure shall not be subject to discipline or reprisal because of such participation.

70 D. Procedure and Time Limits: Initiation

Either a Faculty Member or group of Faculty Members may initiate a grievance by serving signed written notice of it at Step One to the department head or other designated administrative agent. Such notice shall concisely state the facts upon which the grievance is based, the provisions of the Agreement which have been violated, and specify the relief and remedy sought. Notice shall be filed within twenty (20) days after the Association or the Faculty Member(s) on whose behalf the grievance is filed become aware, or reasonably should have become aware, of the action complained of. If no notice is served in that time, the grievance is barred. In no event will monetary adjustment of a grievance cover a period prior to ninety (90) days before filing of written notice of the grievance.

- 71 Except as otherwise stipulated in this Agreement, a grievance may bypass Step One and be initiated at Step Two, provided that the department head, dean, and the Association's Grievance Officer, or their respective designees, agree in writing to waive Step One. Further, a grievance may bypass Step Two and be initiated at Step Three, provided that the dean, the Executive Director of Human Resources, and the Association's Grievance Officer, or their respective designees, agree in writing to waive Step Two.

72 E. Procedure and Time Limits: Step One

Upon receipt of the written grievance, the department head or other designated administrative agent shall promptly arrange a meeting to discuss the grievance with the grievant(s), the Association's Grievance Officer, and such other persons as he/she deems appropriate. This discussion shall be completed within seven (7) days after the required initiation notice is filed. If the grievance is adjusted at this Step to the satisfaction of the grievant(s), the Association's Grievance Officer and the department head, or other designated administrative agent, the adjustment will be reduced to writing, signed by the parties, and a copy provided to each signatory. If there is no adjustment, the department head, or other designated administrative agent, must present his/her reasons for denial of the grievance in writing to the grievant(s). The department head or administrative agent shall reduce the adjustment to writing or provide the reasons for denial of the grievance in writing to the grievant(s) within five (5) days following the Step One meeting. If within five (5) days of receipt thereof, I-MU's Executive Director of Human Resources, or his/her designee, serves the Association's Grievance Officer with written notice of objection to the adjustment on the grounds that the adjustment adds to, subtracts from, or modifies the terms of this Agreement, said adjustment shall be deemed null and void and the grievance remanded for further review at Step One. Within seven (7) days of notice of remand, the parties' Step One representatives and the grievant(s) shall complete the review. The grievance shall thereafter be further processed, ad-

justed or appealed within the timelines and procedures set forth in this grievance procedure.

73 F. Procedure and Time Limits: Step Two

If the grievance is not adjusted at Step One, the Faculty Member or group of Faculty Members or the Association may, within (5) days of the Step One answer, appeal the grievance, in writing, to the appropriate dean or other designated administrative agent, setting forth his/her (their) objections to the Step One answer. Upon receipt of the written appeal or at the signed written notice when initiation is at Step Two, the dean or other designated administrative agent shall promptly arrange a meeting to discuss the grievance with the grievant(s), the Association's Grievance Officer, the department head or other designated administrative agent involved at Step One, and such other persons as he/she deems appropriate. This discussion shall be completed within seven (7) days after the filing of the grievance at Step Two. If the grievance is adjusted at this Step to the satisfaction of the grievant(s), the Association Grievance Officer and the dean or other designated administrative agent, the adjustment will be reduced to writing, signed by the parties, and a copy provided to each signatory. If there is not adjustment, the dean or other designated administrative agent must present his/her reasons in writing to the grievant(s). The dean or administrative agent shall reduce the adjustment to writing or provide the reasons for denial of the grievance in writing to the grievant(s) within five (5) days following the Step Two meeting. If, within five (5) days of receipt thereof, EMU's Director of Staff and Union Relations, or his/her designee, serves the Association's Grievance Officer with written notice of objection to the adjustment on the grounds that the adjustment adds to, subtracts from, or modifies the terms of this Agreement, said adjustment shall be deemed null and void and the grievance remanded for further review at Step Two. Within seven (7) days of notice of remand, the parties' Step Two representatives and the grievant(s) shall complete their review. The grievance shall thereafter be further processed, adjusted or appealed within the timelines and procedures as set forth in this grievance procedure.

74 G. Procedure and Time Limits: Step Three (Review Board)

If the grievance is not adjusted at Step Two, the Faculty Member or group of Faculty Members or the Association may, within five (5) days of the Step Two written answer, appeal the grievance, in writing, through the Office of the Director of Staff and Union Relations to the Review Board, setting forth his/her (their) objections to the Step Two answer. The Review Board, which shall consist of not more than three (3) persons designated by EMU and an equal number of persons designated by the Association, shall promptly arrange a meeting to discuss the grievance and the written answers and appeals, or the signed written notice when initiation is at Step Three, with the grievant(s) and such other persons as the Board deems appropriate.

75 This discussion shall be completed within fifteen (15) days after the filing of the appeal of the grievance at Step Three. If the grievance can be adjusted to the mutual satisfaction of the Association and EMU, the adjustment will be reduced to writing and signed by the Association's President and EMU's Executive Director of Human Resources, or their respective designees, within fifteen (15) days of completion of the discus-

sion. If the grievance is adjusted at Step Three, said adjustment shall be final and binding upon all parties. The disposition of the grievance shall be communicated by the Executive Director of Human Resources, or his/her designee, to the grievant(s), in writing, within seven (7) days after the decision is reached.

76 H. Procedure and Time Limits: Arbitration

If the grievance is not adjusted at Step Three, the Association may submit the grievance to final and binding arbitration. Within ten (10) days of receipt of the Executive Director of Human Resources' written confirmation of the disposition of the grievance at Step Three, the Association's Grievance Officer, or his/her designee, shall notify the Office of the Director of Staff and Union Relations of the Association's intent to submit the dispute to arbitration. Within ten (10) days of receipt of the Association's notice of intent to submit the dispute to arbitration, the Executive Director of Human Resources and the Association's Grievance Officer, or their respective designees, shall meet for the purpose of appointing a neutral arbitrator to arbitrate the dispute. In the event the parties are unable to agree upon the appointment of a neutral arbitrator within the aforementioned ten (10) days, the arbitrator shall be appointed in accordance with the following provisions:

77 The Association shall submit a Request for Arbitration Panel form (R-43) to the Federal Mediation and Conciliation Services' Office of Arbitration Services (FMCS-OAS). Immediately upon the filing of the Request for Arbitration Panel, the FMCS-OAS shall submit simultaneously to each party an identical panel of fourteen (14) arbitrators, at least seven (7) of whom shall be members of the National Academy of Arbitrators, chosen from its Roster of Labor Arbitrators. Together with the submission of a panel of arbitrators, the FMCS-OAS shall furnish to each party a biographical sketch of each member of the panel, including the background, qualifications, experience, and per diem and other fees established by the arbitrators.

78 Each party shall have fifteen (15) days from the date of receipt of said panel of arbitrators in which to cross off any names objected to, number the remaining names indicating the order of preference, and return the list to FMCS-OAS. If a party does not return the list within the time specified, or as extended by the FMCS-OAS, which shall have discretion to approve extensions of up to ten (10) days, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, FMCS-OAS shall invite the acceptance of an arbitrator to serve.

79 If the parties fail to agree upon any of the persons named, or if those named decline to or are unable to serve, or if for any other reasons the appointment cannot be made from the submitted lists, the FMCS-OAS shall submit simultaneously to each party a second panel of arbitrators, and an arbitrator shall be selected in accordance with the same requirements appertaining to the first panel. If an appointment cannot be made from the second list, the FMCS-OAS shall have the power to appoint an arbitrator from the other members of its Roster without the submission of any additional lists, provided that the arbitrator so appointed shall be a member in good standing of the National Academy

of Arbitrators and generally experienced in the arbitration of disputes appertaining to faculty in higher education and, if possible, the type and character of dispute at issue.

- 80 Submission to the FMCS-OAS shall be in writing, with simultaneous written notice to the Office of the Director of Staff and Union Relations, and if not submitted and noticed within thirty (30) days after the Association's receipt of written notification of the disposition of the Grievance at Step Three as herein provided, the grievance shall be barred.
- 81 If the rules and regulations of the FMCS-OAS dated April 15, 1979, are revised, or advocates are included on a panel of arbitrators submitted to the parties or appointed by the FMCS-OAS, or any other provisions pertaining to said services by the FMCS-OAS as hereinabove provided are not complied with, either party may file written objection with the FMCS-OAS. If said objection is not corrected to the filing party's satisfaction within fifteen (15) days of filing notice of objection, the other party shall be notified and the grievance withdrawn from the FMCS-OAS by the Association and submitted to arbitration, and an arbitrator selected, in accordance with the procedural rules of the American Arbitration Association.
- 82 Objections as herein provided shall be filed with the FMCS OAS with simultaneous written notice to the other party, within ten (10) days of the time the party becomes aware, or reasonably should have become aware, of the action objected to. If no objection is served in that time, the objection is barred. In the event the grievance is withdrawn from the FMCS-OAS as hereinabove provided, submission shall be made by the Association to the American Arbitration Association, with simultaneous written notice to the Office of Human Resources, within ten (10) days of receipt of notice from EMU that its written objection(s) have not been resolved, or twenty (20) days of submission of its own objections to FMCS-OAS. If the grievance is not submitted to the American Arbitration Association and noticed in that time, the grievance shall be barred.
- 83 All arbitration proceedings initiated hereunder shall be subject to the terms and conditions set forth in Paragraph VII.I of this Agreement. Further, irrespective of the means by which an arbitrator is selected, said arbitrator shall convene and conduct the hearing, render his/her award, and otherwise conduct the arbitration in accordance with the current Voluntary Labor Arbitration Rules of the American Arbitration Association through its conventional process.
- 84 1. Procedure and Time Limits: Arbitrator's Decision and Award
- The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, nor shall he/she exercise any responsibility or function of EMU or the Association. This is not intended to restrict the authority of the arbitrator to the determination of issues of procedural compliance only, and he/she shall have authority to determine substantive questions properly presented in accordance with the terms of the grievance procedure. The decision of the arbitrator shall be final and binding on both parties and may be enforced in any court of competent jurisdiction. The parties to this Agreement shall bear their own expenses individually and share the arbitrator's fee and expenses equally.

ARTICLE VIII. LAYOFF AND RECALL

85 A. General Layoff Provisions

The following procedure shall be followed should EMU determine to reduce the number of Faculty Members within a department or program owing to its curtailment or elimination, owing to a reduction, reallocation, or elimination of financial resources within a department, college or the University, owing to programmatic changes, owing to a bona fide financial exigency, or owing to an enrollment decline or a reasonably anticipated enrollment decline.

- 86 1. Prior to a final decision by EMU to curtail, merge, reorganize, or eliminate a department or program for reasons other than financial exigency, EMU shall seek the recommendations of the Faculty regarding the need for, and plan for, effecting such curtailment, merger, reorganization or elimination through the Faculty input procedures specified in Article XIII. If such recommendations are not made to EMU within twenty-five (25) days (as defined in Article VII.B.) of the date they are requested, EMU shall be deemed to have met its responsibility pursuant to this paragraph.
- 87 2. To further clarify said notification request, it is not the parties' intent that said notice be burdensome or otherwise inhibit the free flow of information between the administration and the faculty; however, it is agreed that although the administration may provide information to the faculty and solicit input on any or all of the matters referenced hereinabove without restriction and without notification to the Association, when the University shall seek the recommendations of the Faculty for the purpose of satisfying Article VIII (A) (1), the twenty-five (25) days referenced therein for Faculty response shall commence with the day following the date said notice is provided to the Association.

88 B. Alternatives to Layoff

89 1. Plan C or Plan C¹

The alternatives set forth below shall be utilized before the actual layoff of Faculty Members unless it is agreed not to use either or both (B.1.a. & b.) by a majority of the full-time Faculty Members in a department and EMU. It is further agreed that Plan C or Plan C¹ may also be utilized for purposes other than averting layoff upon the agreement of EMU and any individual Faculty Member(s).

- 90 a. Plan C: Distribution of a teaching load to include a full time appointment during either the fall or winter semester as one (1) base semester, and a full time appointment during the spring term and an equivalent summer term as the other base semester.
- 91 b. Plan C¹: Distribution of a teaching load to include a full time appointment during either the fall or winter semester as one (1) base semester, and a half time appointment during either the fall or winter semester and a full time appointment during the spring term or an equivalent summer term, as the other base semester.
- 92 Faculty members on Plan C or C¹ shall receive their academic year salary during a twelve (12) month period, which will normally be paid in twenty six (26) or twenty seven (27) consecutive bi-weekly payments.

- 93 When implementing Plan C or Plan C¹, a department shall request volunteers from its Faculty to fill the number of alternate appointments necessary to avert layoff. Except as hereinafter provided, if an insufficient number of volunteers is available, assignments within a department to Plan C or Plan C¹ shall be rotated. EMU may reject the voluntary request of, or exempt from said rotation, any Faculty Member whose assignment to Plan C or Plan C¹ would be disruptive to a program or have a negative impact on the department's student credit hour production.
- 94 2. Retirement or Phased Retirement as an Alternative to Layoff
Retirement or Phased Retirement as an Alternative to Layoff, as provided for in Article XX, shall be made available to Faculty Members in departments and/or programs where EMU has decided to reduce the number of Faculty Members.
- 95 3. Additional Alternatives to Layoff Available to EMU
In addition to Plan C, Plan C¹, Retirement, or Phased Retirement as Alternatives to Layoff, as described above, EMU may utilize any of the following plans as additional alternatives to layoff, it being expressly understood and agreed that the decision to avail itself of any, all, or none of these plans, either with regard to any single layoff, group of layoffs, or otherwise, shall be a matter of managerial judgment vested solely and exclusively within the discretion of EMU and shall not, in any instance, be deemed mandatory. The decision not to utilize any of the plans set forth below shall not be subject to review under the grievance and arbitration provisions of this Agreement. A Faculty Member's official notice of appointment shall expressly state when he/she is extended an alternative to layoff as provided hereinbelow.
- 96 It is further agreed that the following plans may also be utilized for purposes other than averting layoff upon the agreement of EMU and any individual Faculty Member(s).
- 97 a. Plan C²
Distribution of a teaching load to include less than a one hundred percent (100%) appointment in one (1) year and more than a one hundred percent (100%) appointment in the alternate year.
Distribution of each year's appointment may include any combination of fall, winter, spring and summer terms as is agreeable to the Faculty Member receiving said appointment and EMU. In the computation of the two hundred percent (200%) employment obligation of the Faculty Member during a two (2) year Plan C² appointment, full-time spring and/or equivalent summer term appointments shall each be credited as twenty-five percent (25%) and full-time fall and/or winter appointments shall each be credited as fifty percent (50%).
- 99 A Faculty Member appointed on Plan C² shall receive one hundred percent (100%) of his/her base salary in each of the two consecutive years. Prior to appointment to Plan C², the Faculty Member shall enter into a written agreement with the Provost and Vice President for Academic Affairs on behalf of EMU, specifying

ing the academic terms in which he/she is obligated to teach, the percentage of his/her appointment in each term, what is to happen in the event either party wishes to terminate the agreement prior to the end of the two (2) year period, and such other terms and conditions as EMU may so prescribe.

100

b. Teaching Reassignment

A partial or total teaching reassignment of a Faculty Member to another department, division, program or college which maintains the Faculty Member in a full-time teaching appointment may be offered as an acceptable alternative to layoff. Reassignment, in full or in part, to off-campus continuing education, non-credit, and/or post-summer session teaching may also be offered as an acceptable alternative to layoff. Eligibility for promotion, tenure, leaves, and Faculty Research/Creative Activity Fellowships, and accrual of service/rank credit for the purpose of layoff and recall retention priorities shall be calculated as if the Faculty Member were holding full-time assignment in his/her original department. The Faculty Member shall also retain rank and tenure status in his/her original department. During the period of reassignment, the Faculty Member who is reassigned shall be evaluated pursuant to the provisions of Article XV. The Faculty Member shall be returned to full-time assignment in his/her original department in accordance with the recall procedures in VIII.E. below. The Faculty Member's compensation for teaching in the department to which he/she has been reassigned shall be determined by EMU. In addition, the original base salary of the Faculty Member shall be prorated commensurate with his/her teaching responsibilities in his/her original department. Fringe benefits received by the Faculty Member shall be subject to the provisions of Article XIX.

101

c. Partial Replacement of Bargaining Unit Duties

A partial replacement of a Faculty Member's Bargaining Unit duties with other professional duties outside of the Bargaining Unit, [not to exceed fifty percent (50%)] may be offered as an acceptable alternative to layoff. Eligibility for promotion, tenure, leaves, and Faculty Research/Creative Activity Fellowships and accrual of service/rank credit for the purpose of layoff and recall retention priorities shall be calculated as if the Faculty Member were continuing as a full-time Bargaining Unit member. The Faculty Member shall be returned to full-time appointment in accordance with the recall procedures in VIII.E. below. The Faculty Member shall retain his/her rank and tenure status, remain in the Bargaining Unit, and receive such fringe benefits as are provided to other Faculty Members. The Faculty Member's compensation for work outside the Bargaining Unit shall be determined by EMU during the period of reassignment. In addition, the original base salary of the Faculty Member shall be prorated commensurate with his/her teaching responsibilities in his/her original department. Fringe benefits received by the Faculty Member shall be subject to the provisions of Article XIX.

102

d. *Transfer to a Non-Bargaining Unit Position*

The transfer to a non-Bargaining Unit position may be offered as an acceptable alternative to layoff. The Faculty Member's salary and fringe benefits shall be determined by EMU. The Faculty Member shall be returned to full-time service in his/her original department in accordance with the recall procedures in VIII.E. below. Upon return, the Faculty Member shall receive the same rank, tenure status, and credit for years of service held at the time of transfer.

103

e. *Reduced Service Appointment*

A reduced service appointment may be offered as an acceptable alternative to layoff. The Faculty Member shall receive a reduced salary proportionate to his/her full-time academic year base salary. Eligibility for promotion, tenure, leaves and Faculty Research/Creative Activity Fellowships and accrual of service/rank credit for the purpose of layoff and recall retention priorities shall be calculated as if the Faculty Member were holding full-time appointment. The Faculty Member shall retain his/her rank and tenure status. The Faculty Member shall be returned to full-time appointment in accordance with the recall procedures in VIII.E. below. The Faculty Member shall remain in the Bargaining Unit and shall receive fringe benefits as provided for in Article XIX.

104

Reduced appointments which result from a voluntary agreement between a Faculty Member and EMU in accordance with other provisions of this Agreement shall not be construed to be a reduced service appointment under this provision.

105 C. *Layoff Procedures*

106

1. Provided that the Faculty Members being retained can carry out the full range of instruction needed, the layoff procedures in 2. below shall be implemented. In the event the remaining Faculty Members cannot carry out the full range of instruction needed, the procedures below shall be implemented to the fullest extent possible.

107

By way of illustration, and not by way of limitation, a Faculty Member shall be deemed unqualified to teach a course and therefore unable to carry out the full range of instruction needed, if he/she does not possess, where appropriate, the necessary license and/or certification that may be required for the course assigned, or if he/she has failed to satisfy at least one (1) of the following conditions:

108

- a. Taught the course at least twice in the last five (5) years it has been offered, or
- b. Been actively engaged in scholarly and/or creative activity within the last two (2) years immediately preceding notice of layoff, at a level commensurate with departmental expectations for a rating of average at the Assistant Professor level as specified in the Departmental Evaluation Document in the specified subject area to which he/she may be assigned.

110

2. *Retention Priorities*

111

- a. Full-time Faculty Members shall have priority for retention over

temporary and part-time staff, and priority for retention for teaching assignments over graduate assistants with similar duties in the same department. Such rights shall not extend over graduate assistants who exercise teaching responsibilities in a course for which a Faculty Member has been assigned primary instructional responsibility or graduate assistants in non-teaching assignments, e.g. laboratory assistants/technicians.

- b. Tenured Faculty Members shall have priority for retention over probationary Faculty Members in the same department or program.
- c. Between probationary Faculty Members, the Faculty Members with the higher rank shall have priority for retention.
- d. Between probationary Faculty Members with equal rank, retention priority shall be based on the following criteria, in sequence:
 - (1) Length of service in rank.
 - (2) Highest relevant academic degree.
 - (3) Total length of service at EMU.
 - (4) Date of highest relevant academic degree.
- e. Between tenured Faculty Members, the Faculty Member with the higher rank shall have priority for retention.
- f. Between tenured Faculty Members with equal rank, retention priority shall be based on the following criteria, in sequence:
 - (1) Length of service in rank.
 - (2) Total length of service at EMU.
 - (3) Highest relevant academic degree.
 - (4) Date of highest relevant academic degree.
- g. Tenured Faculty Members who are subject to layoff shall receive at least two (2) semesters notice prior to the effective date of the layoff or pay in lieu thereof. Non-tenured Faculty Members who are subject to layoff shall receive at least one (1) semester's notice prior to the effective date of the layoff or pay in lieu thereof. For purposes of this provision, the spring and summer terms shall constitute one (1) semester. Notice shall be considered timely so long as it is mailed prior to the first (1st) day of the semester of the one (1) or two (2) semester periods referenced above. The first day of the semester shall be the day designated as the beginning of the semester in the official University calendar. Notice shall be deemed to be received as of the date mailed via certified U.S. Mail.

126 D. Rights While on Layoff

- 1. Members of the Bargaining Unit subject to or on layoff status shall be given preference over new hires in filling vacant positions in the Bargaining Unit for which they are qualified. Appointments to such Bargaining Unit vacancies and rank and salary considerations shall be subject to the provisions of Article XIV. Such Faculty Members shall be considered to be on layoff status from their original departments in accordance with the provisions of Article VIII E.
- 2. A position held by a Lecturer shall be considered vacant upon the termination of his/her current appointment, when filling positions

which are available in the University under the provisions of Article VIII.D.1. above.

- 129 3. A Faculty Member's fringe benefits shall expire effective at the end of the month in which he/she is laid off. A Faculty Member who is laid off may, however, continue his/her group medical, dental and life insurance benefits at the full group rate, for a period not to exceed twelve (12) months. Faculty Members electing to continue such benefits shall pay the full costs of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made in the Staff Benefits Office by no later than thirty (30) calendar days prior to the commencement date of the layoff. If such application and arrangements are not made as herein described, the Faculty Member's medical and life insurance benefits shall automatically terminate as provided above.
- 130 4. Faculty Members shall pay the full cost of continuing the above-mentioned benefit plans on a calendar year quarterly basis with such liability commencing with the date the Faculty Member is removed from the active payroll and continuing until such time as the Faculty Member returns to the active payroll. The initial payment shall be for the period commencing with the date the Faculty Member is no longer eligible for benefits paid for by EMU, through the end of that calendar year quarter. Payments thereafter shall be remitted in full to EMU's Staff Benefits Office at least fifteen (15) calendar days prior to the beginning of each succeeding calendar year quarter.
- 131 E. Recall Procedures
- 132 1. Non-tenured Bargaining Unit members shall be eligible for recall for one (1) academic year following the effective date of their layoff.
- 133 2. Tenured Faculty Members shall be eligible for recall for four (4) academic years following the effective date of their layoff.
- 134 3. A Faculty Member who held a tenured appointment on the date of release by reason of layoff may resume his/her tenured assignment upon recall. The Faculty Member shall receive the same credit for years of service held on the date of layoff, and shall receive at least the same academic year [eight (8) months] base salary he/she received at the time of layoff.
- 135 4. Recall shall be in inverse order of release provided the Faculty Member being recalled is qualified for the available position.
- 136 5. Faculty Members shall notify EMU in writing by certified letter each July following their layoff date of their availability for recall. Failure to provide such notice shall release EMU from any obligation to recall the Faculty Member thereafter.
- 137 6. EMU's obligation to recall a Faculty Member shall be satisfied by sending a certified letter to the Faculty Member at the last address filed with the Office of the Provost and Vice President for Academic Affairs or such other Office as EMU may designate for the retention of Faculty Personnel files. In the event the recalled Faculty Member does not notify EMU by certified mail of acceptance of recall within thirty (30) calendar days of the date of mailing of said notice, the

Faculty Member shall be deemed to have refused reappointment and have terminated his/her employment with EMU.

- 138 7. The released Faculty Member's position shall not be filled by a replacement during the period in which the Faculty Member is eligible for recall unless the Faculty Member has been offered reappointment and has declined or has failed to respond as hereinabove provided.

ARTICLE IX. PROFESSIONAL RESPONSIBILITIES OF FACULTY MEMBERS

139 A. Professional Responsibilities

EMU and the Association agree that the primary professional responsibility of Faculty Members is teaching or professional library service supported by active participation in scholarly and/or creative activities (e.g. research) and academic advising. It is recognized that teaching entails a number of particular obligations which Faculty Members are expected to fulfill, including, but not limited to, such obligations as meeting assigned classes, assigning and submitting grades in accordance with established University schedules, and providing such information as corrected class lists as may be required by EMU. Further, EMU and the Association agree that Faculty Members shall have the professional responsibility of reporting all absences from regularly scheduled duties to their department head, participating in committee activities, keeping posted office hours which are scheduled at times most beneficial to students, participating in activities such as orientation and registration, and participating in ceremonial academic functions such as convocations and commencement. In addition, EMU and the Association encourage Faculty Members to participate in professional activities beyond the scope of those encompassed by the terms of this Collective Bargaining Agreement.

140 B. Outside Employment

Supplemental employment is permitted providing:

- 141 1. It appears that supplemental employment will not interfere with the performance of University duties or impair the effectiveness of the individual as a teacher and a scholar.
- 142 2. EMU equipment, supplies, materials, or clerical service are not utilized for such outside work.
- 143 3. Prior to undertaking such outside work, the Faculty Member reports to the department head, the Dean, and the Office of Academic Affairs, on a form provided by EMU, the nature, extent, and expected duration of such work, including the number of hours and time during which the supplemental employment is to occur.
- 144 Such reports shall also be updated at the beginning of each semester or whenever a significant change in outside employment occurs.
- 145 Should the Provost and Vice President for Academic Affairs determine that the Faculty Member's supplemental employment is not in keeping with the limitations and requirements provided above, the Faculty Member may be requested to end or modify such supplemental

employment as a condition of continued employment as a Faculty Member.

- 146 Termination of a Faculty Member who fails to notify the University of outside employment, or fails to end or modify supplemental employment pursuant to this section shall be subject to the termination procedure provided for in Article XVI, Section D.

147 C. Work Load

- 148 1. It is recognized that a full-time teaching position is a full-time job. While it is not possible or desirable to establish the same load or credit hour production for each Faculty Member, it is assumed that a twelve (12) credit hour load is the norm for the Fall and Winter Semester and that a six (6) credit hour load is the norm for the Spring and Summer terms. Department heads (consistent with subsection C.5. below) are responsible for structuring schedules to take into account factors for which equivalency credit [towards meeting the twelve (12) credit hour norm] may be considered, such as large sections of a single course; laboratory supervision and planning; supervision of special learning activities (e.g. composition courses, supervision of independent studies and/or thesis/final projects when such studies and/or projects are a significant part of the Faculty Member's work load); graduate courses, where the nature of the instruction requires significantly greater preparation than an undergraduate course carrying the same credits; supervision of field activities such as practice teaching, clinical affiliation, internship, etc., and, at the same time maintain a level of credit hour production consistent with University responsibility.
- 149 2. Full-time Faculty Members shall post and regularly hold office hours and be available for student consultation a norm of ten (10) hours per week scheduled with the approval of the department head.
- 150 3. Work load of teaching Faculty during the Spring and Summer sessions shall be adjusted accordingly.
- 151 Where it is practical to do so, EMU agrees to provide notice of its intent to appoint Faculty Members to teach during a Spring and/or Summer term, thirty (30) days prior to the beginning of classes. It is understood that notice as herein provided shall not be construed to establish a binding commitment on the part of EMU and such appointment may be reassigned, modified, or cancelled in whole or in part as EMU, in its sole discretion, may so determine.
- 152 4. The normal full-time work load for library Faculty Members shall be thirty-seven and one-half (37 1/2) scheduled hours per week.
- 153 5. In implementing the provisions of sub-paragraphs IX.C.1. and 2., and establishing departmental credit hour equivalencies, there shall be Faculty input in accordance with the procedures of Article XIII.
- 154 D. Faculty Members shall not be required to be on campus during official University holidays, the Thanksgiving Recess, Winter Recess and Spring Recess.
- 155 Post-sessions shall not be counted as a part of the Plan C or Plan C⁺ obligation except when necessary to fulfill an equivalent work load requirement for a Fall or Winter semester as defined in Article IX.C.

ARTICLE X. INTERNATIONAL PROJECTS APPOINTMENTS

156 International Projects Appointments are frequently made available to qualified Faculty Members. To encourage Faculty participation in international projects, and to provide for uniform institutional policies/practices with respect to all persons so appointed, the parties are agreed as follows:

- 157 1. A Faculty Member appointed to an International Projects position shall be transferred from Bargaining Unit to non-Bargaining Unit employment for the duration of his/her appointment.
- 158 2. As a non-Bargaining Unit employee the Faculty Member shall be subject to such terms and conditions of employment as EMU may establish for the position to which he/she is appointed.
- 159 3. Upon returning to the Bargaining Unit from an International Projects appointment, the Faculty Member shall be credited with time served on said appointment for the purpose of determining whether he/she possesses the requisite time in rank for consideration for tenure, promotion, Sabbatical Leaves and Faculty Research/Creative Activity Fellowships. The Faculty Member shall otherwise be obligated to satisfy all other eligibility criteria and terms and conditions established for the foregoing employment status, leaves and fellowships.
- 160 4. Upon the expiration of his/her appointment to an International Projects position, the Faculty Member shall be returned to the Bargaining Unit and his/her former department and position, subject to the limitations set forth in Article VIII, Layoff and Recall, and Article XVI, Non-Renewal of Probationary Appointments, Terminations, Suspensions and Resignations.
- 161 5. The base salary of a Faculty Member returned to the Bargaining Unit from an International Projects position shall be adjusted as if he/she had not held such position.

ARTICLE XI. LEAVES

162 A. Temporary Disability Leave Days

163 1. Accumulated Temporary Disability Leave Days

Each Faculty Member's accumulated temporary disability leave balance as of July 1, 1979, shall continue to carry over from fiscal year to fiscal year, except as reduced in accordance with the terms of this Agreement.

164 2. Non-Accumulated Temporary Disability Leave Days

Each Faculty Member on a full-time (100%) academic year appointment shall be granted six (6) temporary disability leave days per fiscal year (i.e. July 1-June 30). For purposes of this provision, full-time (100%) Plan C and Plan C⁺ appointments shall be deemed equivalent to a full-time (100%) academic year appointment. Temporary disability leave days shall be credited to each Faculty Member at the time of his/her initial appointment and on each July 1st thereafter. Faculty Members on less than a full-time academic year appointment shall

receive prorated benefits according to the percentage and the duration of their appointment. As changes occur in either the percentage or duration of the Faculty Member's appointment during the fiscal year, adjustments will be made to reflect the appropriate changes. Unused temporary disability leave days do not accumulate from fiscal year to fiscal year.

- 165 3. Use of Temporary Disability Leave Days
- 166 a. Temporary disability leave may be used on any day on which a Faculty Member is scheduled to work.
- 167 b. All absences due to illness or injury will be debited against the Faculty Member's temporary disability leave credit, regardless of whether or not a substitute is provided. A Faculty Member will be considered absent if he/she fails to appear for his/her regularly scheduled duties because of illness or injury, and his/her temporary disability leave credit will be debited.
- 168 c. If a Faculty Member is disabled and absent from work because of a compensable accident or injury, i.e. one covered by Workers' Compensation, he/she may elect to utilize his/her temporary disability leave entitlements to cover the monetary difference between his/her full-time salary as of the date of accident or injury, and compensation benefits applicable to the period of disability. The number of hours debited against the Faculty Member's temporary disability leave entitlements shall be limited to that number necessary to cover the above difference, or that amount to which the Faculty Member is then entitled, whichever is lesser.
- 169 d. For any absence which is chargeable to temporary disability leave benefits, or the central temporary disability leave bank, the Faculty Member may be required to file either a physician's statement or a sworn affidavit that the claim or absence for any of the reasons stated above is bona fide. Until such statement is filed, if requested, all absences will be considered as lost time and the Faculty Member's pay will be reduced as provided for in 1.6. below.
- 170 e. Whenever a Faculty Member has used up all of his/her temporary disability leave credits as provided for in Sections A.1. and A.2. above, and continues to be unable to work because of illness or injury, he/she may apply for salary continuation under the central temporary disability leave bank. The Faculty Member's eligibility to draw upon the central bank shall be subject to the following conditions and limitations:
- 171 (1) Faculty Members may draw from the central bank only for periods encompassed by the beginning and ending dates of their regular academic year appointments, and the Fall, Winter, Spring or Summer sessions that they are actually on EMU's active payroll, and only after the exhaustion of all temporary disability leave entitlements accrued or granted in accordance with the provisions of Sections A.1. and A.2. above.
- 172 (2) Maximum withdrawal of disability leave days from the central bank for any one (1) period of disability or in any one (1) fiscal year shall be based upon each Faculty Member's length of ser-

vice with EMU as a regular Faculty Member, as follows:

<i>Length of Service</i>	<i>Maximum Number of Days Available</i>
Less than one year	10
Over 1 year, less than 2	20
Over 2 years, less than 3	30
Over 3 years, less than 4	40
Over 4 years, less than 5	50
Over 5 years	65

(3) Application for use of the central temporary disability leave bank must be in writing and shall include the specific nature and duration, or expected duration, of the disability. A physician's statement confirming the disability may be required by EMU in support of the application. A standard application form is available in the Staff Benefits Office.

Effective July 1 of each year the central temporary disability leave bank shall be reestablished at a level of three hundred (300) days. Should the central disability leave bank be exhausted during any fiscal year, EMU and the Association shall meet in a Special Conference to consider the possibility and method of replenishing the bank.

f. Temporary disability leave days as provided in Sections A.1. and A.2. above, may be utilized by a Faculty Member for illness or injury of a member of his/her immediate family, subject to the following limitations:

(1) Such use shall be limited to three (3) days for any particular incident of illness or injury to a maximum of six (6) days in any fiscal year.

(2) "Immediate family" for the purposes of this provision shall be interpreted as husband, wife, father, mother, children, sister, brother, mother-in-law, father-in-law, and grandparents. Normally, requests for the above shall be made in advance to the department head. The central temporary disability leave bank shall not be utilized for the foregoing purposes.

g. Disabilities resulting from pregnancy or childbirth shall be treated the same as other disabilities for purposes of this provisions.

h. The University shall make available to each Faculty Member on a monthly basis, a record of his/her accumulated temporary disability leave. This information is available in departmental offices.

i. Temporary disability leave days and central temporary disability leave bank days shall be debited in one (1) day increments, except in such cases where the Faculty Member was able to attend his/her scheduled classes, professional committee meetings and/or perform other professional assignments such that the department head determines the professional services rendered by the Faculty Member to be equivalent to one-half (1/2) day's work and so approves the debiting of the Faculty Member's temporary disability leave account on the central temporary disability leave bank on that basis.

182 B. Medical Leave

- 183 1. A Faculty Member who has exhausted his/her entitlement to the benefits provided for in Section A. above will be removed from the payroll and, upon proper application, placed on unpaid medical leave for a period of up to one (1) semester.
- 184 2. A Faculty Member unable to work because of illness or injury and who has been placed on medical leave as provided for in paragraph B.1. above may request an extension of said leave. If approved by EMU, said extended medical leave shall be without pay for a period of up to one (1) semester. Said leaves may be further extended at EMU's discretion for additional periods of up to one (1) semester, not to exceed a total of two (2) full years.
- 185 3. EMU may require the Faculty Member to submit a statement from his/her physician in support of any request for medical leave, and of any such leave extension or request by the Faculty Member to return to work.

186 C. Family Care Leave

- 187 1. In cases of family need, including but not limited to the birth of a child, the adoption of a minor child, or the long-term illness (physical or mental) of a minor child or other member of the immediate family as defined in A.3.g.(2) above, a Faculty Member may apply for a leave without pay for one (1) semester, or a reduced appointment for a period of up to two (2) semesters, at a rate of compensation proportional to the rate of his/her regular appointment.
- 188 2. Such leave may be renewed but the total leave time shall not exceed twelve (12) months.

189 D. Personal Business Leave

Each Faculty Member shall be granted up to two (2) days each fiscal year for the purpose of attending to personal business that cannot be attended to at a time not in conflict with his/her professional responsibilities.

- 190 Personal business days shall be credited to each Faculty Member at the time of his/her initial appointment and on each July 1st thereafter. Such days shall be non-accumulative and shall be separate from and in addition to the six (6) temporary disability days provided for in Section A.2. above.
- 191 Personal business leaves shall be approved in one (1) day increments, except in such cases where the Faculty Member completes his/her personal business in less than one (1) day and is able to attend his/her scheduled classes, professional committee meetings and/or perform other professional assignments such that the department head determines the professional services rendered by the Faculty Member to be equivalent to one-half (1/2) day's work and so approves the debiting of the Faculty Member's personal leave account on that basis.

192 E. Bereavement Leave

A Faculty Member shall be allowed up to three (3) days, with pay, to attend the funeral of a member of his/her immediate family as defined in A.3.g.(2) above.

- 193 A Faculty Member who wishes to attend the funeral of someone outside of his/her immediate family may take one-half (1/2) day with pay, with the permission of the department head. In either case, time taken beyond these specified amounts will be charged against the Faculty Member's temporary disability leave.
- 194 F. Jury Duty
Faculty Members shall suffer no loss in compensation when called to perform jury duty service. EMU shall pay the difference between jury compensation and the Faculty Member's regular EMU compensation. When a Faculty Member is temporarily excused from jury duty service, he/she is expected to return to work.
- 195 G. Professional Leave
- 196 1. A professional leave without pay may be granted under appropriate circumstances. While such leaves will ordinarily involve the Faculty Member's pursuit of an activity or activities related to his/her discipline and/or area of specialization, professional leaves may also be granted for purposes adjudged by EMU to be mutually beneficial to the Faculty Member and the University.
- 197 2. To be eligible for a professional leave without pay, a Faculty Member shall have two (2) years of continuous full-time service at EMU since a previous leave. Under unusual circumstances, the requirement of two (2) years continuous full-time service may be waived by the President. The Faculty Member shall submit a written application to his/her department head stating the reasons for the leave, the period of absence, and the date of return.
- 198 3. A professional leave without pay may be granted for the Fall semester, the Winter semester, or for a period of time not to exceed twelve (12) months.
- 199 H. Exchange Professorship Leave
- 200 1. Definition
Two (2) Faculty Members, one from EMU and the other from a school system, two-year or four-year institution, may agree to exchange teaching and learning environments for not less than one (1) semester and not more than twelve (12) months.
- 201 2. Title
The Faculty Member from the other location and the Faculty Member from EMU shall be referred to as "Exchange Professors" for the duration of the exchange.
- 202 3. Requirements
Each Exchange Professor must meet the minimum requirements of employment at the institution to which he/she is going. Both the institutions and the Exchange Professors must agree in writing to the exchange and its conditions. The EMU Exchange Professor must be tenured. EMU may withhold its consent if it believes such an exchange is not in the best interest of EMU.
- 203 4. Duties
The Exchange Professors shall be expected to complete all conditions

agreed to at the time of the formal exchange agreement, unless prevented by accident or other unforeseeable circumstances, and to abide by the specific duties, regulations, and policies appertaining to the exchange roles at the respective institutions.

204 5. Remuneration

The Exchange Professor from EMU shall be paid by EMU during the exchange the same compensation as if he/she were performing his/her normal duties at EMU. While on an Exchange Professorship, the EMU Faculty Member shall be covered by all of the terms of the current Agreement between the Association and EMU. The Exchange Professor coming to EMU from another location shall receive no additional compensation from EMU for performing the work normally done by the incumbent, except for additional work such as extension teaching, conducting workshops, etc.

205 6. Return After Exchange

A Faculty Member on an Exchange Professorship shall agree to return to service with EMU for two (2) semesters in the year immediately following expiration of his/her leave, unless the President specifically waives or defers this obligation.

206 7. Expenses

The Exchange Professors shall assume full responsibility for all expenses incurred either during their relocations or their stays at the respective institutions.

207 8. Conditions

Time spent as an Exchange Professor shall count toward meeting the time limits for promotion and eligibility for Faculty Research/Creative Activity Fellowships and Sabbatical Leaves.

208 I. Military Leave

209 1. In cases of Faculty Members who enter active military service of the United States, or civilian services of the United States which are an essential part of the national defense program, the following provisions shall be applicable.

210 a. In all such cases, an application for leave shall be presented through normal administrative channels to the Board of Regents and shall be considered by the Board in accordance with established policies. The application shall include a full statement of the facts of the case. Leaves shall not exceed one (1) year at a time. In the event renewals are desired, they may be requested through the proper channels either by the Faculty Member or the appropriate administrative head acting on his/her behalf.

211 b. Upon termination of duty with the government, EMU will reinstate the Faculty Member unless in the meantime fundamental changes have taken place which prohibit reinstatement. Because of the necessity of carrying on the essential functions of EMU and the consequent necessity of filling essential positions during periods of leave of absence, there can be no guarantee of reinstatement in the same capacity as that held at the time of entering the governmental service but, so far as possible, reinstatement will be in a position comparable to the Faculty Member's former position.

- 212 2. A Faculty Member who has completed six (6) months of service at
 EMU and who is ordered to active duty during an academic period
 in which he/she is scheduled to work shall, at his/her request, be
 granted military leave to engage in a temporary tour of duty with the
 National Guard of any recognized branch of the United States Military
 Service, not to exceed fifteen (15) working days in any calendar year.
 Such leave shall be credited as continuous service. If the Faculty
 Member's military pay is less than his/her regular EMU salary, EMU
 will pay the Faculty Member the difference.
- 213 J. Political Leave
 A political leave without pay may be granted upon request of any Facul-
 ty Member who has been nominated, elected or appointed to a local,
 state, or national office, for a period not to exceed twelve (12) months.
 A Faculty Member may request an extension of such leave for the term
 of office.
- 214 K. Exceptional Need Leaves
- 215 1. A leave without pay may be granted a Faculty Member for valid per-
 sonal reasons of an exceptional nature.
- 216 2. Such leaves may be for periods of up to one (1) semester and may
 be extended for periods not to exceed twelve (12) months.
- 217 L. Leave Conditions.
- 218 1. Approval of Leaves
- 219 a. Temporary disability leave, personal business leave, bereavement
 leave, jury duty leave and military leave under paragraph 1.(2)
 above, require administrative approval, which approval shall be
 given in all instances where the terms and conditions of this Agree-
 ment have been satisfied. Where practicable, the Faculty Member
 shall provide his/her department head with advance notice of the
 need to utilize said leaves. Said notice shall be framed with suffi-
 cient particularity to advise the department head of the reason for
 the absence and to establish its compensable nature under the terms
 of this Agreement. If advance notice is not practicable, the Facul-
 ty Member shall provide said notice to the department head or
 his/her designee at the earliest opportunity and not later than
 twenty-four (24) hours after the Faculty Member's return to work.
 The department head may require said notice to be in writing.
- 220 If a Faculty Member's absence is determined to be not compen-
 sable under the terms of this provision, it shall be regarded as lost
 time and the Faculty Member's pay reduced as provided for in I.6.
 below.
- 221 In those instances where the department head decides that the
 Faculty Member's absence is to be regarded as lost time, he/she
 shall advise the Faculty Member of same in writing within twenty-
 four (24) hours of his/her decision. The department head's notice
 to the Faculty Member shall be framed with sufficient particulari-
 ty to advise the Faculty Member of the reasons for said decision.
- 222 Within five (5) work days of the filing of any grievance alleging
 a violation of the provisions of this Article XI, a Step II grievance

- hearing shall be held in accordance with the provisions of Article VII. If the grievance cannot be resolved at Step II the grievance may be appealed to Step III in which case a hearing shall be convened within five (5) work days of filing notice of appeal.
- 223 b. Except as otherwise provided hereinabove, leaves shall be subject to advance approval of the respective administrative heads and the Board of Regents who, in their sole and exclusive discretion, may approve or deny said leaves.
- 224 2. Time Limits
- 225 a. Where practicable, applications for Family Care, Professional, Exchange Professorship, Political, Exceptional Need, and Military Leaves under paragraph I.(1) above, or extensions thereof, shall be submitted at least ninety (90) calendar days before the beginning of the semester the leave, or extension thereof, is desired to commence.
- 226 b. Where practicable, the Faculty Member shall be notified in writing within sixty (60) calendar days of submitting an application for a leave, or extension thereof, of the approval or denial of his/her application.
- 227 3. Effect of Leaves on Applications for Tenure, Promotion, Sabbatical Leaves and Faculty Research/Creative Activity Fellowships
- Time spent on leave without pay will not be counted in determining whether the Faculty Member meets the time limits for promotion and tenure, or eligibility for Sabbatical Leaves or Faculty Research/Creative Activity Fellowships, except in the case of a Faculty Member who has received a professional leave. A Faculty Member who receives a professional leave may have a maximum of one (1) year counted for the foregoing purposes, provided prior approval is obtained from the department head.
- 228 4. Return from Leave
- In those cases where a Faculty Member's leave expires during a semester in which he/she is scheduled to work, and the Faculty Member does not return by the date his/her leave expires, the Faculty Member shall be considered to have voluntarily resigned, except in those verifiable limited situations where the Faculty Member was prevented from returning by circumstances (e.g. Acts of God, emergency hospitalization, etc.) beyond his/her control. In those cases where a Faculty Member's leave expires at the end of a semester, and the Faculty Member does not return by the beginning of the semester he/she is next scheduled to work, he/she shall be considered to have voluntarily resigned. Exceptions may be made by EMU.
- 229 5. Fringe Benefits
- A Faculty Member who has been granted an unpaid leave may request the continuation of his/her medical, dental, and life insurance benefits and, where applicable, long term disability benefits, at the full group rate, for a period not to exceed twelve (12) months or as otherwise provided in the University's group benefit plans. Faculty Members electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the

payment of such continued benefits must be made in the Staff Benefits Office by no later than thirty (30) calendar days prior to the commencement date of the leave. If such application and arrangements are not made as herein described, an employee's medical, dental, and life insurance benefits shall automatically terminate upon the effective date of his/her unpaid leave as indicated in Article XIX. Fringe Benefits, C.8.

- 230 Faculty Members shall pay the full cost of continuing the above-mentioned benefit plans on a calendar year quarterly basis with such liability commencing with the date the Faculty Member is removed from the active payroll and continuing until such time as the Faculty Member returns to the active payroll. The initial payment shall be for the period commencing with the date the Faculty Member is no longer eligible for benefits paid for by EMU, through the end of that calendar year quarter. Payments thereafter shall be remitted in full to EMU's Staff Benefits Office at least fifteen (15) calendar days prior to the beginning of each succeeding calendar year quarter.

231 6. Compensation Deductions for Absences

For each day a Faculty Member is absent from work and not otherwise eligible for compensation during the period of said absence, the University shall deduct one-fifth (1/5th) of one (1) week's salary for each day of absence. Prorata adjustments may be made for absences of less than one (1) day as hereinabove provided.

232 7. Status During and After Leave

The base salary of a Faculty Member on leave shall be adjusted as if he/she is not on leave. All members of the Bargaining Unit who take any leave described in this Article shall continue to be deemed Faculty Members and such leaves shall not cause their employment status to be impaired, except as otherwise provided in this Agreement.

ARTICLE XII. SABBATICAL LEAVES AND RESEARCH/CREATIVE ACTIVITY FELLOWSHIPS

233 A. Sabbatical Leaves

- 234 1. Sabbatical Leaves are granted for special study, research and/or writing, or other projects which will enhance the usefulness of the person to the institution, perform service on the local, state, national or international level, and/or bring prestige to the University.
- 235 2. The President, with the authority of the Board of Regents, shall determine the number of Sabbatical Leaves to be granted each year and shall grant such leaves to Faculty Members.
- 236 3. A Faculty Member shall have the choice of applying for a leave of one (1) semester at full salary or two (2) semesters at one-half (1/2) salary. During a Sabbatical Leave the Faculty Member's contract with EMU shall remain unimpaired.
- 237 4. Regulations Governing Sabbatical Leaves
- 238 a. An applicant shall have served at least twelve (12) semesters of regular full time employment with EMU since his/her initial ap-

- pointment or since a previous Sabbatical Leave. The elapsed semesters need not be consecutive, but no more than two (2) semesters will be counted from any one (1) fiscal year.
- 239 b. If a Faculty Member's ranked position by the Screening Committee is bypassed by EMU because it is determined that his/her absence cannot be accommodated by the department because of staffing needs, and the Sabbatical Leave is granted in a subsequent year, the minimum twelve (12) semester period required between applications shall be reduced by the number of semesters of postponement.
- 240 5. Procedures
- Applications for Sabbatical Leaves for either semester shall be submitted to department heads not later than October 15th of the academic year preceding the anticipated leave in accordance with established University procedures. Applicants for Sabbatical Leaves shall be notified in writing no later than March 1st of the academic year preceding the anticipated leave as to the recommended disposition of their applications.
- 241 B. Faculty Research/Creative Activity Fellowships
- 242 1. In addition to the Sabbatical Leaves granted under Section A. above, EMU shall provide Faculty Research/Creative Activity Fellowships in direct support of research and/or creative activities, thereby recognizing that such activities are essential components of graduate level programs and an important element of professional growth and development affecting the quality and prestige of all programs.
- 243 2. Faculty Research/Creative Activity Fellowships may include partial or full released time at full or partial salary as well as equipment, supplies, and travel allowances for the purpose of encouraging scholarly professional achievement and for the mutual benefit of the University and the Faculty Member.
- 244 3. The level of funding for Faculty Research/Creative Activity Fellowships shall be established by the President with the authority of the Board of Regents. Funds will be administered by the Provost and Vice President for Academic Affairs.
- 245 4. Departments in which Faculty Research/Creative Activity Fellowships have been received may replace with temporary help that portion of faculty released time covered by Fellowship grants.
- 246 5. Faculty Members whose applications for Faculty Research/Creative Activity Fellowships are not approved and who desire a semester's leave of absence for study or professional activities may request temporary use of Plan C, provided EMU determines such arrangement can be accommodated within scheduling and program limitations.
- 247 C. Applications
- Applicants will be required to submit only one (1) copy of their application. Applications for Sabbatical Leave and Faculty Research/Creative Activity Fellowships shall include:
- 248 1. The presentation of a definite plan for the scholarly use of the Sabbatical Leave or Faculty Research/Creative Activity Fellowship.

2. An indication of the specific semester(s) for which the leave or fellowship is requested.
3. A description of any fellowship and/or grant pending or secured at the time of application.
4. The applicant's agreement to return to service with EMU for two (2) semesters in the year immediately following or to reimburse to EMU an amount equal to the cost of the salary and fringe benefits paid by EMU during the applicant's leave or fellowship, unless this obligation is specifically waived or deferred by the President. In cases of death, accident or illness causing the Faculty Member to be unable to return, this obligation shall be waived.
5. An authorization for EMU to withhold the Faculty Member's pay in accordance with the provisions of XII.E., below.

D. Screening Committee

A broadly representative screening committee, consisting of six (6) Faculty Members, one (1) academic dean, and two (2) academic department heads appointed by the President upon the recommendation of the Provost and Vice President for Academic Affairs, shall have the following duties:

1. Review and rank all applications for Sabbatical Leaves and Research/Creative Activity Fellowships and transmit the findings to the Provost and Vice President for Academic Affairs who shall review them and make his/her recommendation to the President.
2. Make an annual report containing an account of the operation of the Sabbatical Leave and Research/Creative Activity Fellowship program during the preceding year, and recommendations concerning any matter relevant to the program, a copy of which shall be made available to the Association.

E. Report of Project Activities and Results

By the end of the semester in which a Faculty Member returns from Sabbatical Leave or a Research/Creative Activity Fellowship the Faculty Member shall submit a report to the Screening Committee detailing his/her project activities and results. In the event the Faculty Member fails to submit the aforementioned report his/her pay shall be withheld until such time as the Sabbatical Leave or Research/Creative Activity Fellowship report is filed. It shall be the responsibility of the Chairperson of the Screening Committee to report a Faculty Member's failure to submit the required report to the Provost and Vice President for Academic Affairs for appropriate action. Exceptions to this provision may be made by EMU.

F. Reimbursements

Reimbursements to EMU as hereinabove provided shall be made on or before the date on which the Faculty Member was previously scheduled to return and/or reassume his/her employment status at EMU. Reimbursements not remitted to EMU in full by said date shall be considered to be in default and EMU may enforce the obligations specified herein by a civil action for damages or such other remedies as may be available to it at equity or law.

ARTICLE XIII. FACULTY COMMITTEES

- 258 A. Recognizing the necessity for meaningful Faculty involvement in the areas of selection and evaluation of Faculty Members, curriculum development, and utilization of financial resources, the following procedures for involvement of Faculty shall be used.
- 259 B. Department and College Committees
- 260 1. There shall be in each department, college or division, including the Center for Educational Resources, a system providing for Faculty input in the areas of personnel, instruction, and finance.
- 261 2. It is understood that existing structures established under the terms of the 1974 and 1976 Agreements are acceptable insofar as they are consistent with the terms of the present Agreement.
- 262 3. Existing structures may be reviewed and changes made subject to approval on a secret ballot by a majority of the Bargaining Unit members in the department, college, division or center concerned, subject to subparagraph 4. below.
- 263 4. Changes at the department level must be submitted through the appropriate college level structure, and approved by the dean or equivalent administrative agent. Changes at the college level must be approved by the Provost and Vice President for Academic Affairs. After the dean or the Provost and Vice President for Academic Affairs receives a proposed change, a statement of approval or reasons for disapproval will be returned within thirty (30) days of receipt of the proposed change.
- 264 C. The Faculty Council shall provide Faculty recommendations to the Provost and Vice President for Academic Affairs on instructional matters including admissions, advising, withdrawals and incompletes, grading, attendance, Basic Studies, Continuing Education, Research, and other instructional matters affecting more than one college.
- 265 The Faculty Council shall consist of fifteen (15) Faculty Members: six (6) from the College of Arts and Sciences, two (2) from the College of Business, three (3) from the College of Education, two (2) from the College of Health and Human Services, one (1) from the College of Technology, and one (1) Faculty Member representing the CFR, to be elected by their respective constituencies, and the Provost and Vice President for Academic Affairs, or his/her designated representative, as an ex-officio member.
- 266 The Faculty Council and the Provost and Vice President for Academic Affairs shall mutually agree to any modification of the established system for providing recommendations and operational guidelines.
- 267 D. In all sections of this Agreement calling for Faculty input, it is understood that such input will be through the structures developed in XIII B. and C. above.
- 268 E. Standing Committee on Departmental Evaluation Documents, Systems and Guidelines
- 269 1. A Standing Committee consisting of three (3) Faculty Members selected by the Association and three (3) representatives selected by

EMU, shall be appointed and in place by no later than September 25, 1985. This committee shall:

- a. review all departmental documents and bring them into conformity with the Master Agreement in terms of language, time, and other common elements in the evaluation process;
 - b. create uniform reporting forms and procedures for the evaluation process;
 - c. meet with department heads and chairs of their appropriate departmental personnel committees to incorporate unique departmental criteria in consistent formats into the documents;
 - d. submit documents to departments for review to ensure that the Standing Committee has, to the extent that they are consistent with the terms of the Agreement, correctly incorporated the departmental criteria into the documents.
 - e. complete its work according to a schedule that will provide departments with a final approved document and uniform reporting forms by no later than May 15, 1986.
2. Until this work is completed, departments whose documents were approved in accordance with the provisions of the 1978 and/or 1982 Collective Bargaining Agreements, insofar as they are consistent with the terms and conditions of this Master Agreement, will use those documents. Departments with unapproved documents will use those documents utilized during the 1984-85 academic year, to the extent to which said documents are consistent with this Master Agreement. Prior to the 1985-86 evaluation process, departments with inconsistencies in their documents created by the new evaluation schedule or, in the case of departments with unapproved documents, inconsistencies between their documents and this Master Agreement, shall meet with the Committee to resolve said inconsistencies. Inconsistencies may be addressed, for the 1985-86 evaluation year only, by Memoranda of Understanding between the Association and EMU.
3. Departments newly created or merged during the life of this Agreement shall complete the development of a Departmental Evaluation Document and obtain departmental and Standing Committee approval by no later than April 30th of the first complete academic year following the creation or merger of the department(s).
4. Following the 1985-86 academic year, departments may revise their respective documents to the extent that such revisions are consistent with the terms of the Master Agreement and the format established by the Standing Committee. Such revisions must be submitted to the Standing Committee by no later than January 1 of each academic year and approved by no later than March 1 for such revisions to be applicable in the following year's evaluation process.
5. In the event that an existing department does not have an approved Departmental Evaluation Document as of January 1, 1986 or a new or merged department does not have such approved document by April 30th of the first complete academic year following its creation/merger, the Standing Committee shall have the authority to develop a document, which shall be applicable until the department has developed and had approved, its own document.

- 279 6. The Association members of the Committee shall each receive one-quarter (1/4) released time during the Winter, 1986 term.
- 280 F. The Association and the University recognize the importance of providing excellence in the University's Graduate Programs to University students. In order to insure such excellence, a task force chaired by the Dean of the Graduate School, and consisting of two (2) members appointed by the AAUP, two (2) members appointed by the Faculty Council, and two (2) members appointed by the Graduate Council shall be convened by no later than September 30, 1986 for the purpose of making recommendations to the Provost and Vice President for Academic Affairs regarding the selection of graduate faculty and the establishment of standard grading practices in Eastern's graduate programs. Such recommendations shall be forwarded to the Provost and Vice President for Academic Affairs no later than April 30, 1987.

ARTICLE XIV. FACULTY APPOINTMENTS, REAPPOINTMENTS, TENURE, AND PROMOTION

- 281 A. Appointments and Reappointments: General Provisions
- 282 1. Appointments to the Bargaining Unit shall be probationary, i.e., working toward academic tenure, or tenured, i.e., holding indeterminate academic tenure.
- 283 2. A probationary appointment shall be for one (1) year (i.e., 12 months, from September 1 to August 31), subject to renewal or non-renewal by EMU at its expiration date, except in those instances in which a Faculty Member is initially appointed in mid-academic year (i.e., at the beginning of the Winter term).
- 284 a. In those instances in which a Faculty Member is initially appointed in mid-academic year (i.e., at the beginning of the Winter term), the duration between such initial appointment and the following September 1, shall be deemed the first (1st) year of appointment.
- 285 b. In those instances in which a Faculty Member is initially appointed and commences his/her employment with the University during a Spring or Summer term, said Spring and/or Summer term appointment(s) shall not be construed as a part of the Faculty Member's initial probationary year and in such instances, the initial probationary year of appointment shall, for purposes of evaluation for reappointment, tenure and promotion, be construed to have begun on September 1 immediately following said Spring and/or Summer appointment.
- 286 3. Full-time Bargaining Unit employees whose principal responsibility is teaching and/or professional library service shall be appointed to the rank of Instructor, Assistant Professor, Associate Professor or Professor.
- 287 4. Recommendations for appointment shall be forwarded, in order, to the department head or the appropriate administrative agent, the dean of the college, the Provost and Vice President for Academic Affairs, the President and the Board of Regents, for approval or disapproval.

- 288 5. Any terms and conditions of an appointment to the Faculty beyond those provided by this Agreement shall be stated in writing by the Provost and Vice President for Academic Affairs or his/her designee and a copy provided to the Faculty Member and the Association. Any extension(s) or modifications(s) of any appointments which include terms and conditions beyond those provided by this Agreement, and any special understandings shall also be stated in writing by the Provost or his/her designee and a copy provided to the Faculty Member and the Association.
- 289 6. In the event an appointment shall be made in any department without the consent of a majority of Faculty Members in that department, the action may be the subject of a grievance on the basis that the appointee is not academically qualified, does not meet the published description of the position, or does not meet the appointment criteria set forth in the Departmental Evaluation Document.
- 290 7. Recommendations for appointment shall be made pursuant to the input system as specified in Article XIII, and only after careful professional review.
- 291 8. Full-time non-Bargaining Unit employees (e.g. Lecturers) whose principal responsibility is teaching and/or professional library service may be appointed for a total duration of two (2) years, except as otherwise provided in this Agreement. From the effective date of this Agreement forward, lecturer appointments in excess of fifty percent (50%) shall accumulate, pursuant to the provisions of XIV D. No individual lecturer's appointments shall exceed a cumulative total of four hundred percent (400%).
- 292 9. Non-Bargaining Unit employees (e.g. Lecturers) appointed to replace Faculty Members who are on leave of absence, to replace Faculty Members assigned to grants who themselves remain in the Bargaining Unit, or to replace Faculty Members who have left the Bargaining Unit to accept International Projects Appointments may be appointed as replacements, without limitation.
- 293 10. Faculty rank in any department shall be granted to a non-Bargaining unit employee only after providing for the input of the Faculty Members of the department in which rank is being considered, consistent with the provisions of the input system established in accordance with Article XIII.
- 294 11. A regular non-Bargaining Unit employee not previously a member of the Bargaining Unit but who has Faculty rank at EMU and is transferred into the Bargaining Unit shall be considered as a probationary employee for a period of time consistent with his/her rank. This requirement may be waived by EMU and by a majority vote of the Faculty Members of the department in which rank is to be held. Said vote may be conducted at the time of initial appointment as a non-Bargaining Unit employee or at some later time.
- 295 12. A regular non-Bargaining Unit employee who was previously a member of the Bargaining Unit and who transferred out of the Unit while a probationary employee shall, if returned to the Unit, have a probationary period consistent with his/her rank less the period of time previously served as a probationary employee in the Unit, ex-

cept that such probationary period shall not be less than two (2) years. The probationary period may be waived by EMU and by a majority vote of the Faculty Members of the department in which rank is to be held. Said vote may be conducted at the time of initial appointment as a non-Bargaining Unit employee or at some later time.

- 296 13. Service as a member of the teaching Faculty with a primary appointment as an Instructor, Assistant Professor, Associate Professor, or Professor prior to the certification of the agent shall be considered as previous membership in the Bargaining Unit.
- 297 14. Service as a part-time or full-time temporary employee outside the Bargaining Unit (e.g. Lecturers) shall not be considered as satisfying any required years of service specified in this Agreement.
- 298 15. A Faculty Member who applies for a position in a department other than the department in which he/she is currently assigned (i.e., a department other than that in which he/she currently holds rank and tenure or is working toward tenure), is eligible for consideration for employment in such other department the same as applicants from outside the University and shall be subject to the appointment procedures as specified in this Agreement, except in the case of a Faculty Member who is subject to layoff or on layoff status, who shall have preferential status as specified in Article VIII.
- 299 16. Rank and tenure status may be granted consistent with the appointment procedures provided for in this Agreement, subject to the approval by EMU as herein provided, except that any such appointment with a tenure date prior to the date of appointment in the "new" department shall require the specific approval of both a majority of the Faculty in the "new" department and approval of EMU at each review level.
- 300 17. Criteria to be followed and procedures to be considered in making decisions regarding applications for reappointment are set forth in Article XV.

301 B. Tenure

- 302 1. The primary purpose of academic tenure originally and presently is the preservation of academic freedom. That freedom, protected by a sufficient degree of economic security to make the profession attractive to men and women of ability, is essential if the professor and thereby the University is to fulfill the function of being that agency in society devoted to the search for and exposition of truth. At Eastern Michigan University academic tenure is awarded to a Faculty Member only after he/she has proven himself/herself to be a worthy member of the University community.
- 303 2. The years of a probationary appointment in which a Faculty member is evaluated for and may be granted tenure in the immediately preceding year is dependent on the rank at which the initial appoint

ment is made, as follows:

<i>Initial Appointment Rank</i>	<i>Evaluation for Tenure</i>
Professor	Second and Fourth Probationary Years
Associate Professor	Third and Fifth Probationary Years
Assistant Professor	Fourth and Sixth Probationary Years
Instructor	Fifth and Seventh Probationary Years

- 304 3. In those instances in which a Faculty Member's last opportunity for
tenure evaluation, as set forth above, results in the denial of tenure,
said Faculty Member shall be ineligible for further Bargaining Unit
305 appointments to the Department/Area in which tenure was denied.
- 306 4. Appointments with tenure will be indeterminate and may be terminated
only for a reasonable and just cause, except in the case of retirement
(Article XX), medical disability (Article XI), or layoff (Article VIII).
- 307 5. A non-Bargaining Unit employee who has Faculty rank at EMU and
who has been previously granted tenure while a member of the
Bargaining Unit shall, if returned to the Bargaining Unit, have his/her
tenure recognized.
- 308 6. The tenure restrictions provided in this Agreement shall not apply to
non-Bargaining Unit employees holding tenure prior to the effective
date of the 1974 Master Agreement.
- 309 7. There shall be no arbitrary establishment of a fixed proportion of
tenured to non-tenured Faculty Members in the University or any divi-
sion thereof.
- 310 8. Criteria and procedures to be considered in making decisions regard-
ing tenure are set forth in Article XV.

310 C. Promotion

- 311 1. It is recognized that in certain academic disciplines attainment of
specific degrees or prescribed number of credit hours may be less
directly related to professional performance than in others. Academic
attainment is stated below in terms of minimum degrees and credit
hours. However, Faculty committees may establish appropriate pro-
fessional equivalencies for each of the academic requirements indicated
below, subject to the approval of the Provost and Vice President for
Academic Affairs, or his/her designee. These established equivalen-
cies shall be respected by all persons evaluating an applicant for
promotion.

312 Instructor

Master's degree or equivalent preferred; at least a Bachelor's degree
plus twelve (12) hours of graduate credit or equivalent.

313 Assistant Professor

Two (2) years as an Instructor, Doctor's degree or equivalent prefer-
red; at least a Master's degree plus an additional eighteen (18) hours
of graduate credit or equivalent.

314 Associate Professor
Four (4) years as an Assistant Professor, Doctor's degree or equivalent preferred; at least a Master's degree plus an additional thirty-six (36) hours of graduate credit or equivalent.

315 Professor
Five (5) years as an Associate Professor, Doctor's degree or equivalent preferred; at least a Master's degree plus an additional sixty (60) hours of graduate credit or equivalent.

316 In each of the above instances, only years in rank at Eastern Michigan University shall be considered.

317 2. There shall be no arbitrary establishment of a fixed proportion of Faculty ranks in the University or any division thereof.

318 3. Criteria and procedures to be considered in making decisions regarding applications for promotion are set forth in Article XV.

319 D. Tabulation of Duration of Appointments

To earn a full year of service/rank credit for the purposes of tenure, promotion, eligibility for Sabbatical Leave or Faculty Research/Creative Activity Fellowships, etc., a Faculty Member must be on a 100% appointment for a minimum of thirty-two (32) weeks during the regular Fall/Winter Semesters or while serving on a formal appointment under Plan C or Plan C'. Faculty Members who work less than thirty-two (32) weeks during the regular Fall/Winter Semesters or while serving on a formal appointment under Plan C or Plan C', or whose appointment is less than 100%, shall have their service/rank credit proportionately reduced. A Faculty Member shall not earn more than one (1) full year's service/rank credit during any twelve (12) month period commencing September 1 through and including August 31. Within these general guidelines, Faculty Members shall, except as otherwise provided in this Agreement, be accorded service/rank credit, as follows:

320 *Creditable*
Service on grants directly related to the Faculty Member's discipline
Released time as provided for under Article V.

Non Creditable
Time spent on unpaid leaves except as provided for in Article XI.
Service on grants not directly related to the professional field in which the Faculty Member is employed by the University.

Time spent on Sabbatical Leaves or Faculty Research/Creative Activity Fellowship Leaves.

Other time spent on leave where service/rank credit is approved by EMU.

321 E. All grants of tenure or promotion shall become effective at the beginning of the academic year following the academic year in which application for same is made.

ARTICLE XV. EVALUATION CRITERIA AND PROCEDURES FOR REAPPOINTMENT, TENURE AND PROMOTION

- 322 A. Each department shall conduct Faculty evaluations using procedures,
techniques, and criteria specified in its Departmental Evaluation Docu-
ment developed and/or subsequently modified in accordance with the
Faculty input system as provided for in Article XIII.
- 323 There are three kinds of evaluations of Faculty performance: (1) Interim
Evaluations of probationary appointments; (2) Full Evaluations of proba-
tionary appointments; and (3) Triennial Evaluations of tenured Faculty
Members. Evaluations of probationary appointments shall be conducted
in accordance with the schedule set forth herein.
- 324 B. Criteria
- 325 1. Instructional Effectiveness
- 326 a. The required and most important criterion is instructional effec-
tiveness. The teaching faculty shall give evidence of ability and com-
mitment to lead students of varying capabilities into a growing
understanding of the subject matter, tools, and materials of their
disciplines. The Faculty Member shall demonstrate his/her contin-
uing concern for instructional effectiveness through methods of
presentation and evaluation of students. In support of teaching
effectiveness, a Faculty Member must maintain a high level of
knowledge and expertise in his/her discipline or area of specializa-
tion. In the case of non-teaching and library faculty, satisfactory
professional performance shall be the equivalent of instructional
effectiveness.
- 327 b. Evaluation techniques for all Faculty Members include, but are
not limited to self-evaluation, classroom visitations, student evalua-
tions of teaching, department head evaluation, peer evaluations,
and assessment of academic advising of students.
- 328 2. Scholarly and/or Creative Activity
- 329 a. A Faculty Member shall give documented evidence of his/her con-
tribution to his/her discipline or area of specialization by scholar-
ly investigation (e.g., research) and/or creative activity, and of its
publication or other dissemination in one of the following ways:
(1) In the classroom; or
(2) among practitioners in his/her discipline; or
(3) among a wider community.
- 330 b. It is intended that the Faculty Member shall utilize his/her exper-
tise to address problems in his/her discipline or area of specializa-
tion through scholarly and/or creative activity which clearly con-
tributes to the discipline, through:
- 331 (1) Scholarly investigation, creative activity and/or research of an
original and/or previously unreported nature; or
- 332 (2) applied research, investigation, or scholarly analysis of existing
research, information, and creative endeavors resulting in the

development of new data, information, applications, and/or interpretations.

333 Except as herein provided, professional development shall not be
an acceptable substitute for scholarly/creative activity.

334 c. Retraining

In recognition of the need to encourage the retraining of Faculty to assume professional responsibilities in areas where available expertise is in short supply, completion by the Faculty Member of a retraining program which brings him/her to a specified level of skill in such area of need may be applied toward satisfaction of the scholarly/creative activity criterion for such purposes and for such period of time only as expressly approved in writing by the appropriate departmental committee, the department head, the college dean and the Provost and Vice President for Academic Affairs.

335 d. Grant Development/Administration

EMU and the Association recognize the need to encourage Faculty to engage in the vital process of seeking, obtaining and administering grants from outside agencies. The preparation of grant proposals from outside agencies, whether funded or not, shall be considered as scholarly/creative activity if said preparation involves scholarly activity (e.g., research or teaching projects) of a substantial nature, the applicant provides an abstract documenting such activity and the importance of the endeavor to the discipline, the department, the college or University and the appropriate departmental committee and department head provide a qualitative statement supporting the importance of the grant proposal to said discipline, department, college or University. The above conditions may also apply for the administration of a grant project insofar as proper evidence is presented which documents that such grant administration meets the requirements as set forth in Article XV.B.2.b. above. The scholarly/creative activity criterion cannot be satisfied by grant activities alone.

336 3. Service

In addition, the Faculty Member must satisfy one of the criteria below:

337 a. The Faculty Member shall give evidence of identifying new needs
in the department and assisting colleagues in departmental activities.

338 b. The Faculty Member shall give evidence of interest and activity
that extends beyond the department into areas such as University
and college-wide committees, student activities, and professionally related community affairs.

339 4. Standards of Performance

340 a. The foregoing criteria must be applied to applicants engaged in
disciplines as varied as dance, literature, marketing, physics, and
mathematics. To guide applicants within the various disciplines concerning activities which might be considered appropriate as counting toward fulfillment of these criteria, EMU and the Association have recognized the need for evaluation documents within each department, as provided in Article XIII

341 b. To clarify the role of Departmental Evaluation Documents in specifying the ways in which contract requirements may be met, EMU and the Association hereby reaffirm and make clear their intent that, in addition to satisfying the conditions set forth in the applicable Departmental Evaluation Documents, all candidates for reappointment, tenure, and promotion must satisfy, without exception and irrespective of the terms of any Departmental Evaluation Document, application form, or other document to the contrary, all elements of the evaluation criteria provided herein, and all other terms and conditions of this Agreement.

342 In those instances where a requirement set forth in this Agreement diverges from a requirement set forth in the Departmental Evaluation Document, the more stringent requirement shall apply, except as modified by this Agreement. For purposes of further clarification, each Departmental Evaluation Document contains listings of activities that might be considered appropriate as counting toward fulfilling obligations in the areas of instructional effectiveness, scholarly/creative activity, and service. However, the fact that an applicant may cite an activity which is included in a Departmental Evaluation Document does not mean that it will automatically count toward fulfilling an evaluation criterion. Each Faculty Member must provide qualitative documented evidence that establishes that he/she has, in fact, satisfied the appropriate evaluation criteria. No activity shall count toward fulfilling an evaluation criterion without such qualitative documentation unless otherwise provided herein.

343 5. Pursuant to these evaluation provisions, only work completed while a Faculty Member is in rank at EMU may be counted for purposes of reappointment, tenure and promotion decisions.

344 C. Procedures for Faculty Evaluation

345 1. Evaluations shall be initiated in order that all reappointment, tenure, promotion, and termination decisions may be made in accordance with the time schedules provided in this Agreement.

346 2. It is recognized that the evaluation process is a continuing one, intended for constructive purposes. The department head shall provide regular opportunity to discuss professional evaluation and to offer assistance to the Faculty Member in the improvement of his/her professional performance.

347 3. Evaluations shall not be conducted during a term that a Faculty Member is on leave (as provided for in Article XI and/or XII).

348 D. Schedule of Evaluations for Probationary Appointments

Evaluations of probationary Faculty Members shall be conducted consistent with the following schedule:

INITIAL APPOINTMENT RANK	EVALUATION SCHEDULE						
	YEAR						
	1	2	3	4	5	6	7
PROFESSOR	I ¹	FR/T ²	I	F/T ³			
ASSOCIATE	I	I	FR/T	I	F/T		
ASSISTANT	I	I	F ⁴	FR/T	I	F/T	
INSTRUCTOR	I	I	F	I	FR/T	I	F/T

1. I - Instructional Effectiveness and Service Evaluation

2. FR/T - Full Evaluation: Reappointment/Tenure

3. F/T - Full Evaluation/Final Tenure Decision

4. F - Full Evaluation

349 A Faculty Member's rank at initial appointment shall determine the evaluation schedule for Full and Interim evaluations.

350 I. Interim Evaluations

351 a. When an Interim Evaluation is scheduled for a probationary Faculty Member, his/her instructional effectiveness and service shall be evaluated by the department.

352 b. By October 15 of each academic year that a Faculty Member is scheduled for an Interim Evaluation he/she shall submit an application for evaluation to the department head wherein he/she provides a summary statement of his/her instructional and service activities.

353 c. Following the receipt of the Faculty Member's application for evaluation, the department head and appropriate departmental committee shall meet with the Faculty Member to discuss the Faculty Member's instructional and service activities. Based on the discussion with the Faculty Member and the results of the required evaluation techniques of instructional effectiveness set forth in Article XV.B.1.b., the evaluators shall prepare a written statement of their evaluation.

354 d. If the evaluators conclude that the Faculty Member's instructional effectiveness and service fulfill the standards of performance required for reappointment, as provided in the applicable Departmental Evaluation Document and this Agreement, the committee and the department head shall reduce the evaluation to writing and it shall be placed in the Faculty Member's personnel file, with copies provided to the Faculty Member and transmitted to the Dean and the Provost and Vice President for Academic Affairs.

355 In those instances in which the committee and the department head are in agreement that the Faculty Member has fulfilled the standards of performance for reappointment, but in disagreement as to the nature of the written evaluation, separate evaluations may be written and transmitted as herein provided.

- 356 e. If the evaluators conclude that the Faculty Member's instructional effectiveness and/or service does not fulfill the standards of performance required for reappointment, as provided in the applicable Departmental Evaluation Document and this Agreement, the evaluation(s) shall be reduced to writing, jointly if there is agreement between the department head and the committee or separately if there is disagreement, and given to the Faculty Member who may respond within five (5) working days of the receipt of the written results of the evaluation(s). The Faculty Member may include in his/her response any and all evidence/documentation in support of his/her instructional effectiveness and/or service that he/she deems appropriate.
- 357 f. The Faculty Member's response to his/her evaluation(s) and the evaluation(s) shall be forwarded in turn to the Dean and Provost and Vice President for Academic Affairs for their review. If the Provost and Vice President for Academic Affairs determines, subject to the provisions of Article XV and XVI, that a probationary Faculty Member's appointment shall not be renewed, he/she shall notify the Faculty Member by no later than March 15 of his/her decision.
- 358 g. EMU and the Association recognize that Interim Evaluations do not provide the in-depth documentation/evaluation and review afforded through the Full Evaluation process. Therefore, the parties understand and agree that Interim Evaluations shall not provide a Faculty Member any security that a subsequent Full Evaluation of his/her performance will result in reappointment or tenure, nor shall any written evaluations or rating particular to the Interim Evaluation process have any bearing on or set any precedent for the written evaluation or ratings resulting from a Full Evaluation of any Faculty Member. Likewise, Full Evaluations which result in reappointment shall not be construed as any guarantee or necessary indication that any Faculty Member shall be eventually granted indeterminate tenure, since award or denial of tenure is based upon a *de novo* review of the Faculty Member's entire performance and record, in accordance with criteria, standards and practices established in this Agreement.
- 359 2. Full Evaluations of Probationary Faculty Members for Reappointment and/or Tenure
- 360 a. For the purpose of determining whether or not a Faculty Member is eligible for reappointment and/or tenure, periodic Full Evaluations of probationary Faculty Members shall be conducted in accordance with the evaluation schedule as set forth in XV.D. above.
- 361 b. By October 15 of each academic year that a Faculty Member is scheduled for a Full Evaluation, he/she shall submit an application for evaluation to the department head wherein he/she provides a complete and documented statement of his/her instructional, service, and scholarly/creative activities.
- 362 c. It is not required that a Faculty Member make separate application for reappointment and/or tenure. A determination of a Faculty Member's eligibility for tenure shall be made in any Full Evaluation.

tion conducted in a reappointment year in which a Faculty Member has fulfilled the minimum number of years of service required for him/her to be granted tenure as provided in Article XIV.B.2.

363 d. Full Evaluations shall take into consideration the record of instructional effectiveness, service and scholarly/creative activity performed since the Faculty Member's initial probationary appointment and/or last Full Evaluation.

364 e. Full Evaluations shall be conducted in accordance with the procedures and techniques in the applicable Departmental Evaluation Document and the provisions of this Agreement, insofar as said procedures and techniques are available (e.g., due to the publication date, university student evaluation results may not be available). All evaluations shall be based on the standards of performance of said Departmental Evaluation Document and this Agreement.

365 f. The Faculty Member's response to his/her evaluation(s) and the evaluation(s) shall be forwarded in turn to the Dean and Provost and Vice President for Academic Affairs for their review. The Provost and Vice President of Academic Affairs shall notify the Faculty Member by no later than March 15 of his/her decision.

366 g. If the Faculty Member is reappointed but not recommended for tenure after having served the minimum number of years necessary for tenure, the written evaluation must provide a reasonable indication to the Faculty Member of what he/she must achieve in order to be granted tenure at the final review.

367 3. Full Evaluation of Faculty Members Applying for Promotion

368 a. Applications for promotion must be submitted by February 1.

369 b. Application forms shall be consistent with the criteria and terms of this Agreement and shall be made available to Faculty Members by the Provost through their departmental offices.

370 c. Evidence of the Faculty Member's Instructional Effectiveness, Scholarly/Creative Activity and Service since his/her last promotion, or, if applicable, initial appointment, shall be included in the application for promotion which shall be evaluated in accordance with the standards of performance, procedures and techniques as provided in the applicable Departmental Evaluation Document and this Agreement, insofar as said procedures and techniques are available (e.g., due to the publication date, university student evaluation results may not be available).

371 d. The Provost and Vice President for Academic Affairs shall advise the applicant of the results of his/her review no later than May 31.

372 4. Applicant Responsibility-Full Evaluation

It is the responsibility of each Faculty Member to document in clear and explicit terms both the quantity and quality of his/her activities. An application for Full Evaluation shall include a narrative statement for each evaluation criterion explaining how and to what extent the activities claimed have met the standards set forth in the departmental Evaluation Document and the terms of this Agreement, or where, if applicable, they have exceeded those requirements.

- 373 For example, a given Departmental Evaluation Document may specify that a Faculty Member's participation in meetings of professional societies, or regional or local sub-groups of such societies, will serve as a valid category/type of activity which may be cited in support of the Faculty Member's application for promotion. Such participation alone, however, does not relieve the Faculty Member of the burden of providing documented evidence detailing in clear and explicit terms in what specific respects his/her participation in such activity contributed to his/her discipline or area of specialization, or satisfies such other criteria for which it is offered. EMU and the Association intend to stress particularly the requirement that each evaluation candidate must, in his/her narrative statement submitted in support of his/her claims of scholarly and/or creative activity, explain in clear and explicit terms precisely how, why, and to what extent each of the cited activities has contributed to the discipline or area of specialization and otherwise fulfills the scholarly/creative activity criterion of his/her evaluation document and the terms of this Agreement, or where, if applicable, they have exceeded those requirements.
- 374 In those instances where a Faculty Member has cited activities which appear in refereed journals or are published by reputable sources, or are presented in a clearly refereed format, reference to those activities and inclusion of copies of those materials (where feasible) shall be deemed to satisfy the documentation requirement.
- 375 If documentation of Scholarly/Creative Activity is via the classroom, the Faculty Member shall provide a narrative statement which establishes specifically how the scholarly/creative activity and/or its results have changed/improved the course content, the instructional methodology and/or the overall teaching/learning process.
- 376 8. Departmental Committee and Department Head Responsibilities - Full Evaluation
- 377 a. The department head shall provide each Faculty Member with the opportunity to bring his/her record of professional preparation and achievements (e.g., degrees, publications, etc.) up to date annually and shall deposit these additional records in his/her official personal file and/or departmental file. It shall be the department head's responsibility to:
- 378 (1) Secure and maintain the results of all evaluations undertaken for the assessment of the Faculty Member's performance and make them available to the appropriate departmental committee at the time of the evaluation.
- 379 (2) Make available to the departmental committee the application and all supporting documentation submitted by the Faculty Member.
- 380 b. The appropriate departmental committee shall review the application, all supporting data, and the evaluations conducted pursuant to this Article. Upon completion of the review, the committee shall prepare an evaluation report on the applicant.
- 381 The evaluation report shall be supported by narrative statements which explain in clear and explicit terms how/why the applicant's activities do or do not satisfy the standards of performance in the Departmental

Evaluation Document and the terms of this Agreement. Specifically, the departmental committee shall explain:

- 382 (1) The evaluation efforts which were conducted and their individual results.
- 383 (2) The qualitative and, where applicable, quantitative basis for all ratings which were assigned.
- 384 (3) Precisely how and to what extent the activities claimed do or do not satisfy the standards of performance of the Faculty Member's Departmental Evaluation Document and the criteria of Article XV.B. above, and, in particular, how those activities claimed as scholarly/creative activity have contributed to the discipline or area of specialization.

385 The departmental committee shall submit a copy of its evaluation to the Faculty Member, who shall have five (5) working days to respond. The departmental committee shall forward to the department head the following:

- 386 (1) The Faculty Member's application and supporting materials
- 387 (2) The departmental committee's evaluation;
- 388 (3) All other supporting documentation, evaluation results, etc.
- 389 (4) Any response(s) from the Faculty Member.

390 c. The department head shall prepare his/her evaluation report taking into consideration:

- 391 (1) The Faculty Member's application and supporting materials;
- 392 (2) The departmental committee's evaluation;
- 393 (3) The results of all evaluations undertaken for the assessment of criteria in XV.B. and other supporting documentation;
- 394 (4) Any response(s) of the Faculty Member to the departmental committee's evaluation.

395 The department head shall include in his/her evaluation, narrative statements which explain in clear and explicit terms how/why the applicant's activities do or do not satisfy the standards of performance in the Departmental Evaluation Document and the terms of this Agreement. Specifically, the department head shall explain:

- 396 (1) The evaluation efforts which were conducted and their individual results.
- 397 (2) The qualitative and, where applicable, quantitative basis for all ratings which were assigned.
- 398 (3) Precisely how and to what extent the activities claimed do or do not satisfy the standards of performance of the Faculty Member's Departmental Evaluation Document and the criteria of Article XV.B. above, and in particular, how those activities claimed as scholarly/creative activity contributed to the discipline or area of specialization.

399 The department head shall submit a copy of his/her evaluation to the Faculty Member, who shall have five (5) working days to respond.

- d. The department head shall forward to the dean the following:
- (1) The Faculty Member's application and supporting materials.
 - (2) The departmental committee's evaluation.
 - (3) The department head's evaluation.
 - (4) The results of all evaluations undertaken for the assessment of the criteria in XV.B. and all other supporting documentation.
 - (5) Any responses of the Faculty Member to the departmental committee's or department head's evaluation.

Any and all of the items (1), (2), (3), (4), or (5) shall be placed in the Faculty Member's personnel file, with the exception that should an application be supported by documentation in the form of original works, publications (e.g., books and magazines), or other items too costly to copy, said documentation shall be forwarded in accordance with this Article through the review process and, upon completion of all reviews, returned to the Faculty Member.

6. Dean's Responsibility - Full Evaluation

Full evaluations shall be reviewed by the dean in accordance with the standards of performance in the Departmental Evaluation Document and the terms of this Agreement. The recommendation at this level, together with all prior recommendations and other materials previously forwarded by the department head, shall be forwarded to the Provost and Vice President for Academic Affairs.

7. Provost's Responsibility - Full Evaluation

a. Applications for Reappointment/Tenure

The Provost and Vice President for Academic Affairs shall review the Full Evaluations for reappointment and tenure and on or before March 15, advise the applicants of the results of his/her review and forward his/her recommendations to the President for his/her recommendation to the Board of Regents. If notice of non reappointment or of final denial of tenure is not given by March 15, a Faculty Member's appointment shall be extended for an additional year, during which time a decision to reappoint or to grant or deny tenure, whichever is applicable, shall be made.

b. Applications for Promotion

The Provost and Vice President for Academic Affairs shall review the Full Evaluations for promotion and on or before May 31, advise each applicant of the results of his/her review and forward his/her recommendations to the President for his/her recommendation to the Board of Regents.

8. Reappointment, Tenure, and Promotion shall become effective upon the Board of Regents' approval. Promotional salary adjustments provided in Article XVIII of this Agreement shall be made at the beginning of the next academic year.

9. Faculty Members may withdraw their applications for promotion at any time upon written request at the appropriate level without prejudice. All materials specifically submitted by the applicant shall be returned to the Faculty Member; other materials shall be returned to the departmental personnel file.

- 413 10. The parties recognize that decisions with respect to the reappointment, tenure, and promotion of a Faculty Member result from critical professional evaluations and judgments. All individuals evaluating applications for reappointment, tenure, and promotion shall apply the standards of performance in the Departmental Evaluation Documents insofar as they are consistent with the terms of this Agreement, and they shall rate the applicant in accordance with the criteria and standards of performance therein. The requirements specified and provided in Article XIV., in addition to the result of evaluations as herein provided, shall be considered in making reappointment, tenure, and promotion decisions.
- 414 11. Negative Reviews
- 415 a. Applications for reappointment, final evaluation for tenure, and promotion which receive negative recommendations shall be forwarded through administrative review channels in the same manner as those which receive positive recommendations, after the committee or person recommending the rejection has written a letter to the Faculty Member clearly stating the criteria and relevant data upon which the rejection is based, subject to the provision of XV.C.11.b. below.
- 416 b. In the event that the Provost and Vice President for Academic Affairs disapproves of any recommendation for reappointment or a final tenure recommendation by the departmental committee or the department head, the recommendation shall be returned with a statement of reasons to the department for reconsideration and further recommendations.
- 417 Further, should an application be returned to the department it shall be returned to the person(s) who made the original recommendation with which the Provost and Vice President for Academic Affairs takes issue and shall be returned within five (5) days of receipt thereof to the Provost and Vice President for Academic Affairs.
- 418 c. To deny a Faculty Member's application for reappointment, tenure, or promotion, the department head, the dean, or the Provost and Vice President for Academic Affairs must base such denial upon justifiable factors relative to the Faculty Member's failure to meet the standards of performance or other conditions set forth in this Agreement and/or the Departmental Evaluation Document. All letters of denial must clearly and concisely state the reasons for the denial and address themselves to how the applicant has been judged to have failed to satisfy the terms of this Agreement and/or the Departmental Evaluation Document.
- 419 Copies of all letters of denial shall be forwarded to the Association at the same time that they are sent to the applicant.
- 420 D. For purposes of this Article, denial shall be construed to have occurred when the Provost and Vice President for Academic Affairs denies a reappointment, award of tenure, or promotion, or supports such denial from an earlier review and recommendation level. However, grievances of procedural violations in the evaluation process must be filed at the appropriate step of the grievance procedure (Step I, II or III) as provided

in Article VII, subject to the time limits provided therein.

- 421 Denial of reappointment, tenure, or promotion of a Faculty Member shall be subject to review under the grievance procedure provided for in Article VII, commencing at Step III.

- 422 E. Tenured Faculty Members in a department shall be given the opportunity to present to the dean of the college their evaluation of the department head with such effects as the dean shall determine. Such evaluation shall be made biennially. More frequent evaluations shall be made as the dean may, from time to time, so request.

- 423 F. Tenured Faculty Triennial Performance Evaluation :

Each year every tenured Faculty Member shall complete a Faculty Activity Report on a form provided by the Provost through the departmental offices. This completed form shall be placed in the Faculty Member's file by March 1. During the triennial review of a Faculty Member not seeking promotion, the Faculty Member shall meet jointly with the department head and departmental faculty committee to review his/her Faculty Activity Reports and to discuss the Faculty Member's performance during the three (3) years under review. This discussion shall be completed by April 15, and a report by the Faculty Committee detailing its evaluation shall be reduced to writing and placed in the Faculty Member's personnel file. The Department Head shall indicate whether or not he/she concurs with the Committee Report. A copy of this Report shall also be provided to the Faculty Member, and an additional copy sent to the Provost. If a determination of satisfactory performance cannot be made on the evidence available, or if the Department Head does not concur with a positive Committee Review, the department head and/or the faculty committee may request that the Faculty Member supply additional materials. If the Faculty Member's performance is found to be deficient, the department head and committee shall, in consultation with the Faculty Member, set forth a program and a timetable of improvement which shall be forwarded to the Provost.

- 424 Triennial Evaluations shall not be conducted during a term that a Faculty Member on Plan C or C' (as provided for in Article VIII) is not teaching.

ARTICLE XVI. NON-RENEWAL OF PROBATIONARY APPOINTMENTS, SUSPENSIONS, TERMINATIONS AND RESIGNATIONS

- 425 A. Non-Renewal of Probationary Appointments

The parties recognize EMU's right not to renew a probationary appointment beyond its specified one (1) year term, or extended term, for performance, academic or financially related reasons. Such reasons shall include, but are not limited to, failure to meet the requirements for reappointment set forth in the Faculty Member's Departmental Evaluation Document or letter of appointment or reappointment, programmatic changes, or the reduction, reallocation, or elimination of financial resources within a department, college, or the University.

426 Until a Faculty Member is accorded tenure by FMU, he/she shall be employed on probationary appointments for one (1) year duration (i.e., 12 months, from September 1 to August 31), subject to renewal for successive one (1) year periods at their expiration date, except in those instances in which an initial appointment is made after September 1 (i.e., at the beginning of the Winter term). In those instances, said initial appointment shall be adjusted accordingly, and shall thereafter be subject to renewal for one (1) year periods, pursuant to the provisions of Article XIV.A.2.

427 In those instances in which a Faculty Member is initially appointed and commences his/her employment with the University during a Spring or Summer term, said Spring and/or Summer term appointment shall not be construed as a part of the Faculty Member's initial probationary year; in such instances, the initial probationary year of appointment shall, for purposes of evaluation for reappointment, tenure, and promotion, be construed to have begun on September 1 immediately following said Spring and/or Summer appointment.

428 B. Notice of Non-Renewal of Probationary Appointments

When non-renewal of a probationary Faculty Member's appointment is based upon his/her performance, written notice of said non-renewal shall be given to the Faculty Member by no later than March 15 of the year immediately preceding the year for which the Faculty Member seeks reappointment. If non-renewal is based upon reasons other than the probationary Faculty Member's performance, written notice shall be given as follows:

- 429 1. No later than March 1st of the first academic year of service.
- 430 2. No later than December 15th of the second academic year of service.
- 431 3. At least twelve (12) months before the expiration of an appointment or an extended appointment, after two (2) or more years of service at the institution.

432 To clarify the parties' intent, notwithstanding references through this Agreement to one (1) year appointments and/or academic year appointments, all Faculty Members are considered to be in the employment of the University on a twelve (12) month basis; probationary Faculty Members by virtue of the hereinabove provided for one (1) year, twelve (12) month term contract and tenured Faculty Members by virtue of continuous appointment, as provided for in Article XIV.A.2.a. and XIV.B.4., respectively, for which Faculty Members receive a base salary as compensation for their regularly scheduled teaching assignments during the eight (8) month academic year or its equivalent (i.e., Plan C or Plan C'). Compensation beyond the academic year base salary shall be at the sole discretion of FMU and shall be for additional services rendered in accordance with the provisions of Article XVIII. Compensation.

433 C. Suspension for Reasonable and Just Cause

A tenured or probationary Faculty Member may be suspended for reasonable and just cause. A Faculty Member shall only be suspended by the President, or his/her designee. The issue of with or without pay shall be determined by the circumstances of the suspension. Prior to the

imposition of an unpaid suspension, the Executive Director of Human Resources shall request a meeting of the Review Board (see Article VII.) to discuss the basis for the contemplated action and to permit the Association's Grievance Officer, the Faculty Member and other Association representatives serving on the Review Board, to provide information which they believe may merit consideration by EMU. The Review Board shall meet and conclude its discussion of the matter within five (5) work days of the Executive Director of Human Resources' request for a meeting.

434 D. Termination for Reasonable and Just Cause

435 1. A tenured Faculty Member may be terminated for reasonable and just cause. A probationary Faculty Member may be terminated prior to the end of the specified one (1) year term of his/her appointment, or extended appointment, for reasonable and just cause.

436 Reasonable and just cause for termination will be related directly and substantially to the fitness of the Faculty Member in his/her professional capacity and limited to serious professional misconduct, failure to meet professional responsibilities as set forth in Article IX, or incompetence as determined through the evaluation procedure in Article XV.

437 Intentionally causing injury to persons and/or damage to property, forcibly interrupting the normal daily teaching, research or administrative operation of the University, or directly inciting others to engage in such actions shall also constitute reasonable and just cause.

438 2. A Faculty Member shall only be terminated by the President, or his/her designee. Prior to termination, the Faculty Member shall:

439 a. Be provided with a written statement of reasons for the contemplated action, a copy of which shall also be provided to the Association. Said statement shall be framed with reasonable particularity.

440 b. Be given an opportunity to discuss the contemplated action with the President, or his/her designee, looking for mutual settlement.

441 3. If there is no mutual settlement under D.2.b. above, the Faculty Member's termination shall be confirmed to him/her in writing, a copy of which shall be provided to the Association.

442 E. Termination for Medical Reasons

Termination of a tenured Faculty Member, or termination of a probationary Faculty Member prior to the end of the specified one (1) year term of his/her appointment, or extended appointment, for medical reasons, will be based upon clear and convincing medical evidence that the Faculty Member cannot perform his/her professional responsibilities.

443 F. Decisions to suspend or to terminate a tenured Faculty Member, or to suspend or to terminate a probationary Faculty Member as provided above, shall be subject to the grievance procedure provided for under Article VII. of this Agreement, commencing at Step III.

444 G. Resignations

In the interest of providing EMU with adequate time to secure

replacements, Faculty Members are expected to give the maximum possible notice of impending resignation.

- 445 A notice of resignation shall be submitted in writing to the department head and shall specify the date on which the resignation is to take effect.

ARTICLE XVII. FACULTY PERSONNEL FILES

- 446 A. An individual personnel file shall be maintained for each Faculty Member. Except as specified by Article XVII.C. below, only materials from a source identified by name shall be included in the file.

447 B. Administration

- 448 1. The Office of the Provost and Vice President for Academic Affairs, or such other office as may be designated by EMU and announced to the Faculty, shall have custody and control of Faculty Members' personnel files. Departmental or college files shall not include preemployment information, except those data reflecting academic records, vitae supplied by the Faculty Member and correspondence between the department head or dean and the Faculty Member.
- 449 2. Information relating to payroll, fringe benefits, and other specialized type functions may be maintained in other departments to which such functions have been assigned.
- 450 3. Each Faculty Member has the right to know of each and every personnel file maintained on him/her as specified in 1. and 2. above.
- 451 4. The Association shall, upon request, be informed of the kind of information contained in such files provided for in B.2. above.

452 C. Contents

Personnel files may contain the following items (either originals or copies) and shall not include items other than those listed herein. When such items are presented by the Faculty Member with a written request for inclusion in his/her file, they shall be included as a matter of right.

- 453 1. Signed application form.
- 454 2. Transcripts supporting claim to academic work.
- 455 3. Documents supporting claim to professional training.
- 456 4. Letters and records describing work experience.
- 457 5. Copies of all statements of employment.
- 458 6. All documents relating to professional growth or performance.
- 459 7. All documents pertinent to resignation.
- 460 8. All documents pertinent to actions taken pursuant to the provisions of Article XVI.
- 461 9. Documents indicating special competencies, achievements, scholarly research, academic, professional, or other contributions.
- 462 10. Any statements that the Faculty Member wishes to have entered in response to or in elaboration of any other item in his/her file.
- 463 11. Medical records, except as excluded from the definition of "personnel record" in Public Act 397 of 1978, as amended.

64 D. Access

- 65 1. On the written request of a Faculty Member, the Office of the Pro-
vost and Vice President for Academic Affairs, or such other office
as may be designated by FMU and announced to the Faculty, will
make available the personnel file of the Faculty Member for examina-
tion by a designated representative of the Faculty Member. Such ex-
aminations shall be made in the presence of a designated represen-
tative of EMU.
- 66 2. Materials in the personnel files may be copied for use at formal hear-
ings in the University.
- 67 3. The individual Faculty Member, on giving reasonable notice, shall
have access to his/her own personnel files, excluding confidential let-
ters of recommendation, during normal business hours under condi-
tions which protect the integrity of the files. The Faculty Member shall
have the right to copies of materials in his/her file at his/her own
expense. The Faculty Member may be accompanied by a represen-
tative of his/her own choice at the time the file is examined.
- 68 4. The President and his/her designated representative shall have access
to the personnel files for official University purposes, including, but
not limited to, the following:
 - 69 a. Maintenance of the files.
 - 70 b. Use at official University hearings.
 - 71 c. Use in court proceedings.
 - 72 d. Evaluations.
 - 73 e. Gathering of statistical information.
 - 74 f. Responding to inquiries from prospective employers for informa-
tion and/or recommendations.
 - 75 g. Responding to requests for information from state or federal
authorities charged with enforcement of civil rights, tax, or other
statutes.
- 76 5. Personnel files maintained at college and departmental levels shall be
open to appropriate administrative officers and their designated
representatives, and duly constituted Faculty Committees, for official
University business.
- 77 6. Faculty Members have a right of inspection during normal business
hours of information relating to payroll, fringe benefits and other
similar specialized items of information which apply to the particular
Faculty Member making the request.
- 78 7. FMU will not divulge any data or information from its files relating
to any identified Faculty Member without the express written con-
sent of the Faculty Member, except as evidence in University hear-
ings, as evidence in legal disputes or in response to compulsory legal
process and except as provided in Article XVII.D.4.f. and g. This pro-
vision shall not prohibit publication of statistical information or other
use of data in which no individual is particularly identified.

79 I. Correction of Factually Erroneous Information

- I. If a Faculty Member should become aware of information included in

his/her personnel file that is factually in error, the Faculty Member may petition, in writing, the Executive Director of Human Resources, or his/her authorized designee, to remove said information from the file. The Faculty Member shall bear the burden of proof of establishing that the information is factually in error. If the Executive Director of Human Resources, or his/her authorized designee, concludes that the information is in error, such information shall either be excised from the document in which it is located, or the document removed from the Faculty Member's personnel file, whichever the Executive Director of Human Resources, or his/her authorized designee, in his/her sole discretion, shall determine to be appropriate. The decision of the Executive Director of Human Resources, or his/her authorized designee, pursuant to this Article XVII.E., shall be final and binding on the Faculty Member and the Association, and is hereby expressly excluded from the grievance and arbitration provisions of this Agreement. Further, discussions and/or decisions made pursuant to this Article XVII.E. shall not be introduced as evidence or otherwise considered in any grievance, arbitration, or other proceeding against EMU pertaining to the appointment, reappointment, tenure or promotion of a Faculty Member, or any other matter.

ARTICLE XVIII. COMPENSATION

480 A. Salary Period

All salaries of Faculty Members shall be determined in accordance with the terms of this Agreement. Salaries in force and effect as of the first (1st) day of the 1985 Fall Semester shall continue in full force and effect, except as otherwise adjusted in accordance with the express terms and conditions of this Agreement.

481 B. 1985-86 Salary Adjustment

- 482 1. Effective with the beginning of academic year 1985-86, each Faculty Member appointed prior to January 1, 1985, shall be eligible for an increase in his/her 1984-85 academic year base salary, based on his/her 1984-85 academic year rank, as set forth below:

<i>1984-85 Academic Year Rank</i>	<i>1985-86 Salary Adjustment</i>
Instructor	\$1092
Assistant Professor	\$1292
Associate Professor	\$1523
Professor	\$1789

- 483 2. Following the increase set forth above, each Faculty Member whose 1985-86 base salary is not equal to or above the salary for his/her rank, years in rank, and academic degree as set forth in Appendix F (Minimum Salary Table) shall have his/her salary adjusted accordingly.

It is understood and agreed between the parties that the minimum salary table set forth in Appendix F is provided to make a one time only adjustment in faculty salaries and shall not apply beyond the one time only adjustment provided hereinabove.

- 484 3. Following the salary adjustments hereinabove provided for academic year 1985-86, those faculty members granted promotions which are

effective with the beginning of the 1985-86 academic year shall receive those promotional increments provided in XVIII.1 below.

485 C. 1986-87 Salary Adjustment

Effective with the beginning of the academic year 1986-87, each Faculty Member appointed prior to January 1, 1986, shall be eligible for an increase in his/her 1985-86 academic year salary based on his/her 1985-86 academic year rank as set forth below:

<i>1985-86 Academic Year Rank</i>	<i>1986-87 Salary Adjustment</i>
Instructor	5% of the average salary paid at the Instructor rank as of May 1, 1986
Assistant Professor	5% of the average salary paid at the Assistant Professor rank as of May 1, 1986
Associate Professor	5% of the average salary paid at the Associate Professor rank as of May 1, 1986
Professor	5% of the average salary paid at the Professor rank as of May 1, 1986

486 D. Salary Differential Pool

The EMU-AAUP and the University recognize that on occasion a department may believe that an unreasonable salary differential exists between a particular Faculty Member's salary and one of the following:

- 487 1. Another Faculty Member's salary in the same department;
- 488 2. The salaries generally being paid to Faculty Members in the same discipline at other universities;
- 489 3. A documented and a verifiable offer made by another employer to a Faculty Member whose loss would cause serious harm to the department's programs.

490 Therefore, an amount equal to one percent (1%) of Faculty base salaries, calculated as of May 30, 1986, shall be set aside to address the above concerns. A department may apply to the office of the Provost and Vice-President for Academic Affairs at any time prior to, but no later than, September 30, 1986 for an allocation from this amount by submitting a written statement specifying the particular need in detail. Although decisions regarding allocation amounts may be made prior to the beginning of the 1986-87 academic year, no allocation will be distributed until that time, and the entire amount shall be allocated no later than January 1, 1987.

491 E. Supplemental Salary Adjustments

In addition to the increases provided herein, EMU retains the right to further increase the salary of any Faculty Member. EMU's granting or failure to grant any additional salary increase to any Faculty Member shall not be construed to be a violation of the Agreement and is not subject to the grievance procedure.

492 EMU shall notify the Association of any additional salary increases approved pursuant to this provision.

493 F. Faculty Pay Options

494 1. Except as limited herein, Faculty Members have the option of receiving their academic year salary under the following pay plans. When they have chosen the option they wish to exercise, the option will remain in full force and effect for the duration of the period covered by the option selected. If a Faculty Member wishes to change his/her pay plan for the following academic year, he/she may do so by submitting a pay plan election form to EMU's Payroll Office, on forms available in Payroll, by no later than August 1st of any given year. Changes shall not be permitted after August 1.

495 **OPTION 1** — Total academic year salary to be paid over an eight (8) month period which will normally be paid in seventeen (17) or eighteen (18) consecutive biweekly payments.

496 **OPTION 2** — Total academic year salary to be paid over a twelve (12) month period which will normally be paid in twenty-six (26) or twenty-seven (27) consecutive biweekly payments.

497 Faculty Members who fail to advise the Payroll Office of their election as herein provided shall continue to be compensated in accordance with the pay plan under which they were compensated during the preceding academic year. Newly-hired Faculty Members who fail to make an election shall be compensated in accordance with Option 1.

498 All Faculty Members on Plan C or Plan C' as provided for in Article VIII, "Layoff and Recall" shall receive their total academic year salary paid over a twelve (12) month period, which will normally be twenty-six (26) or twenty-seven (27) consecutive bi-weekly payments.

499 G. The Base Academic Year

500 1. The base contract year shall consist of two (2) semesters for a total of thirty-two (32) weeks. Further, Faculty Members will make themselves available for advising and department and/or college meetings, the week prior to the beginning of each semester.

501 2. When necessary and appropriate for a Faculty Member to teach on a continuing basis (year around), appointment may be one (1) of two (2) types:

502 a. Salary shall be determined at one hundred and thirty-three percent (133%) of base contract salary and the appointment shall be considered as a twelve (12) month teaching appointment.

503 b. Salary shall be annualized at one hundred and twenty-five percent (125%) of base contract salary and the Faculty Member shall teach five (5) out of six (6) semesters during a two (2) year period.

504 c. For those Faculty Members whose base contract year includes Spring and Summer sessions as a semester, the contract period for the combined terms shall be sixteen (16) weeks. Further, Faculty Members will make themselves available for advising and department and/or college meetings the week prior to the beginning of such a semester.

505 H. Salaries for Spring, Summer, Pre and Post sessions, On Campus Workshops and Colloquia

506 I. Compensation for Spring and Summer shall be determined as follows:

507 a. Spring Session (7 1/2 weeks) — 22% of base salary

508 b. Summer Session (6 weeks) — 18.5% of base salary

509 c. Summer Session (7 1/2 weeks) — 22% of base salary

510 2. Compensation for the following categories of short-term workshops shall be determined on the basis of three percent (3%) of base salary per week (i.e. seven calendar days):

511 a. Short-term workshops for which semester hour credits are granted and which are offered by an academic department and not through the Division of Continuing Education.

512 b. International Studies Abroad program offerings through the Division of Continuing Education.

513 An additional one percent (1%) of base salary per week may be offered to Faculty Members who supervise workshops which require a twenty-four hour commitment each day.

514 I. Salary Adjustment for Promotion

515 A Faculty Member who is promoted during the stated term of this Agreement shall have his/her salary increased as listed below:

Type of Promotion	Salary Adjustment
Instructor to Assistant Professor	\$800
Assistant Professor to Associate Professor	900
Associate Professor to Professor	1200

516 For the determination of salary increases in subsequent years, the salary adjustment for the promotion shall be treated as part of base pay.

517 I. Salary Adjustment for Completion of Earned Doctorate

A Faculty Member who meets the requirement for the earned doctorate (e.g. Ph.D., Ed.D.) as certified by the granting institution, and who has not previously held such a degree, shall have his/her regular annual base salary increased by \$2500. If the degree is received after the beginning of the Fall semester, the salary adjustment shall be prorated according to the time remaining on his/her current academic year appointment, with the balance being paid during the next academic year appointment. For the determination of salary increases in subsequent years, the salary adjustment for this degree shall be treated as part of base pay.

518 Irrespective of any equivalency established by any Departmental Evaluation Document, letter of agreement, or any other document or provision of this Collective Bargaining Agreement, the \$2500 provided herein shall be granted only for an earned doctoral degree.

519 K. Salaries for Teaching Continuing Education Courses

520 I. Salaries for teaching courses offered through the Division of Continuing Education shall be at the following rates:

521 a. \$525 per credit hour for classes taught on campus or taught at centers located less than thirty five (35) miles from EMU.

522 b. \$550 per credit hour for classes located from thirty five (35) to seventy (70) miles from EMU.

- 523 c. \$575 per credit hour for classes taught at centers located beyond
seventy (70) miles from EMU.
- 524 2. The foregoing compensation schedule may be increased at the discre-
tion of EMU. In all instances, the rate of compensation for teaching
a specific course shall be confirmed in writing to the Faculty Member
coincident with his/her appointment to said course.
- 525 3. Reimbursement for use of personal cars, when used in lieu of a motor
pool vehicle and approved by the account executive prior to the trip,
will be made at the rates set forth in Article XIX.L.2.b.
- 526 4. When two (2) to five (5) Faculty Members are schedule to teach in
the same community on the same evening at approximately the same
time, the transportation allowance referred to in paragraph 4. above
shall only be paid for one automobile.

527 L. Grant Compensation

- 528 1. When a Faculty Member is appointed to a grant concurrent with a
regular appointment for the academic year, Spring or Summer ses-
sion, additional compensation is not allowed, but released time may
be allowed subject to administrative approval and subject to funding
provided for the grant.

529 In the case of short-term grant activity concurrent with a regular ap-
pointment and constituting less than one quarter (1/4) released time,
a Faculty Member may, at the request of the grant administrator and
with the approval of the Director of the Office of Research and
Development, be compensated at a daily rate of six tenths of one (1)
percent (.006) of base pay, or the specific amount allowed by the grant.

- 530 2. Faculty Members assigned to grants on an annualized appointment shall
have an annualized salary of base x 1.44 and shall not be required
to be actively at work during the periods specified in Article IX., Sec-
tion D.

- 531 3. For Faculty Members assigned to grants between the Winter and Fall
Semesters or for periods in which they hold no regular appointment,
compensation shall be as follows:

- 532 a. Weekly — 3% of base salary per week*.
- 533 b. Daily — .006 (6/10th of one percent) of base salary.
- 534 c. An amount allowable under the terms of the grant.

535 *Faculty Members assigned to grants on this basis shall be required
to be actively at work during each week for which compensation
is received including those periods specified in Article IX., Sec-
tion D., and other break periods in the academic calendar.

- 536 4. A Faculty Member shall not be eligible for grant compensation not
specifically provided for in approved grant(s), nor shall compensa-
tion from a grant exceed any limitations provided for in such grant(s)
or the granting agency's guidelines and regulations.

- 537 5. These guidelines shall not apply to Faculty Members who apply for
and accept posted administrative/professional positions on grants on
either a regular or temporary basis, in which case compensation shall
be determined by the University under its administrative/professional
salary system.

38 M. Substitution Pay

39 A Faculty Member who agrees to substitute for an absent Faculty Member
whose temporary disability leave is being debited shall be compensated
as provided below:

- 40 1. For each course taught, the Faculty Member shall be compensated
after the first one hour of substitution at the rate of \$23.00 per credit
hour class met or per two (2) lab contact hours met.
- 41 2. In those limited instances where it is apparent that a Faculty Member's
period of absence due to illness or injury will be of extended dura-
tion, the dean may authorize the department head to engage the ser-
vices of a Faculty Member and compensate him/her at the foregoing
rates commencing with the first hour of substitution.

ARTICLE XIX. FRINGE BENEFITS

42 A. Description and Listing

EMU shall provide each Faculty Member a summary description of
his/her fringe benefits within sixty (60) calendar days of the commence-
ment of his/her regular employment with EMU. Updates will be pro-
vided as revisions occur. In addition, EMU shall provide each Faculty
Member, by April 30 of each year, a listing of his/her fringe benefits,
including amounts contributed toward the cost of each benefit by EMU
and the Faculty Member (benefits summary as designed by EMU).

43 B. Eligibility

Faculty Members must be on at least a fifty percent (50%) appointment
to be eligible for fringe benefits, except as otherwise provided in this
Agreement.

44 C. Group Medical Benefits Plan

- 45 1. EMU shall provide and maintain Blue Cross-Blue Shield MVE-I group
medical coverage, with master medical option IV and the D-45 NM,
XF, and MI riders, for Faculty Members commencing with their first
day of actual work. A comparable group medical benefits plan may
be substituted for the above, subject to Association approval, which
approval shall not be unreasonably withheld.
- 46 2. Faculty who obtain age sixty-five (65) are eligible for Medicare
benefits. Regular Faculty age sixty-five (65) through sixty-nine (69)
may select, as their primary health insurance carrier, either the group
health coverage provided them by the University or Medicare, pro-
vided they have made proper application for Medicare coverage, com-
plemented by a Medicare supplement policy provided by the Univer-
sity. If Medicare coverage is chosen, the University will reimburse the
cost of Medicare Part B on a quarterly basis, provided the Faculty
Member makes proper application through the Benefits Office. The
choice of the Faculty Member designates the primary insurance car-
rier, where applicable.

47 At age seventy (70), the Faculty Member shall receive primary health
insurance coverage through Medicare and shall receive a Medicare
complementary policy provided by the University. In such cases, where

Medicare is primary, the cost of Medicare B coverage shall be reimbursed quarterly by the University provided the Faculty Member makes proper application through the Benefits Office and presents proof of Medicare Part B coverage.

- 548 3. To qualify for the medical benefits as above described, each Faculty Member must individually enroll and make proper application for such benefits at the Staff Benefits Office, within thirty (30) calendar days of the commencement of his/her regular employment with EMU. A Faculty Member who fails to enroll and make proper application as herein provided is specifically and expressly excluded from this benefits plan, until such time as he/she enrolls and makes proper application during an open enrollment period.
- 549 4. Provided proper application and enrollment is made by a Faculty Member, EMU agrees to pay the cost for maintaining the above-described benefits plan for the Faculty Member, his/her spouse, and eligible dependent children under nineteen (19) years of age, at a cost not to exceed the applicable cost for full family, two (2) persons, or single person benefits.
- 550 5. EMU shall pay the aforementioned cost for the period that the Faculty Member is on the active payroll and while a Faculty Member is off the payroll and absent because of a medical leave due to injury or illness, subject to the following limits:
- 551 Non-tenured Faculty — not greater than six (6) months.
- 552 Tenured Faculty — not greater than twelve (12) months.
- 553 Thereafter, the Faculty Member may continue group medical benefits at his/her own expense, as provided in Article XI.L.5., for any period that he/she is not on the payroll, or one (1) full calendar year, whichever is earlier.
- 554 6. Faculty Members laid off or on unpaid leave other than unpaid medical leave, shall be eligible to continue their group medical benefits as provided for in Articles VIII.D.3. and XI.L.5., respectively.
- 555 Further, Faculty Members who are disabled and receiving long-term disability benefits may likewise continue their group medical benefits plan in accordance with the terms and conditions set forth in Article XI.L.5., except that the one (1) calendar year maximum continuation limitation is not applicable. Faculty Members participating in continuation of their group medical benefits plan pursuant to this provision may continue to do so for as long as they are eligible to receive long-term disability benefits.
- 556 Faculty Members participating in any of the above-mentioned group medical benefits continuation options shall not be eligible for the Medicare "Part B" reimbursements provided for in Section C.2., above.
- 557 7. The cost of medical benefits for eligible dependents in the following categories shall be paid in full by the Faculty Member:
- 558 a. Eligible dependent children between the ages of nineteen (19) and twenty-five (25).
- 559 b. Eligible dependents other than a spouse or children less than twenty-six (26) years of age, related to the Faculty Member by blood or

marriage or who reside in the Faculty Member's household. Such dependents must depend on the Faculty Member for more than one-half (1/2) of their support and must have been reported on the Faculty Member's most recent income tax return.

8. A Faculty Member's medical benefits plan shall terminate on the date that the Faculty Member is terminated, is laid off, the group medical benefits plan terminates, or the Faculty Member goes on unpaid leave, resigns, or retires, except as otherwise provided in this Agreement.

D. Group Life and Accidental Death and Dismemberment Benefits

1. EMU shall pay the cost of maintaining life insurance in an amount equal to the Faculty Member's annual salary, rounded up to the nearest \$1,000, and accidental death and dismemberment insurance benefits in an equal amount for a period of one (1) year from a Faculty Member's first (1st) day of actual work. Commencing with the month following completion of one (1) year of coverage as provided above, EMU shall pay the cost for maintaining life insurance benefits in an amount equal to twice the Faculty Member's annual salary rounded up to the nearest \$1,000, and accidental death and dismemberment benefits in an equal amount, up to a maximum coverage level of \$100,000. When a Faculty Member reaches age sixty-five (65) and continues working, his/her insurance coverage is decreased by thirty-five percent (35%) with no further reduction based on age thereafter.

The following table illustrates examples of the insurance coverage levels described above:

<i>Examples of Salary Levels</i>	<i>Less Than One (1) Year of Service</i>	<i>Over One (1) Year of Service</i>	<i>Age Sixty-Five (65) and over</i>
\$11,001 - 12,000	\$12,000	\$24,000	\$15,600
13,001 - 14,000	14,000	28,000	18,200
16,001 - 17,000	17,000	34,000	22,100
20,001 - 21,000	21,000	42,000	27,300
25,001 - 26,000	26,000	52,000	33,800
31,001 - 32,000	32,000	64,000	41,600
38,001 - 39,000	39,000	78,000	50,700
46,001 - 47,000	47,000	94,000	61,100

Maximum Coverage level is \$100,000

2. To qualify for the life and accidental death and dismemberment insurance benefits as described above, each Faculty Member must individually enroll and make proper application for such coverage at the Staff Benefits Office within thirty (30) calendar days of the commencement of his/her regular employment with EMU. Faculty Members who fail to enroll and make proper application as herein provided are specifically and expressly excluded from this benefits plan until such time as they enroll and make proper application during an open enrollment period.

3. Provided proper application and enrollment is made by a Faculty Member, EMU shall pay the cost for maintaining the benefits plan described above, subject to the same rules set forth in paragraph C.5. above for the payment of group medical benefit cost.

- 566 4. Changes in benefit amounts based on changes in base salary occur on each January 1st based on the Faculty Member's base salary as of the first pay ending after the preceeding October 1st. Base salary excludes supplemental appointments and any other extra compensation.
- 567 5. The group life and accidental death and dismemberment insurance benefits plan shall terminate on the date that a Faculty Member is laid off, the life and accidental death and dismemberment insurance benefits plan terminates, or the Faculty Member goes on an unpaid leave. However, when a Faculty Member terminates his/her employment with EMU, he/she is covered for a grace period of thirty-one (31) calendar days. During such thirty-one (31) day period, the Faculty Member may convert his/her group life insurance, without medical examination, to an individual benefits plan. The Faculty Member shall pay the full cost of such individual benefits. Plan options and availability shall be determined by the insurer.
- 568 6. Faculty Members laid off or on unpaid leave shall be eligible to continue thier group life and accidental death and dismemberment insurance benefits as provided for in Article VIII.D.3. and XI.F.5., respectively.

569 E. Dental Care Benefits

- 570 1. EMU shall provide and maintain dental care benefits for Faculty Members commencing on the first day of the month following their first day of actual work.
- 571 These benefits shall be subject to reasonable and customary charge determination as follows:

<i>Dental Care Benefits</i>	<i>Dental Care Plan Pays</i>	<i>Faculty Member Pays</i>
Diagnostic ¹	100%	0%
Preventive ¹	100%	0%
Emergency Palliative ¹	100%	0%
Radiographs ¹	100%	0%
Oral Surgery ¹	75%	25%
Restorative ¹	75%	25%
Periodontics ¹	75%	25%
Endodontics ¹	75%	25%
Prosthetic Appliances ¹	50%	50%
Orthodontics ²	50%	50%

Maximum Contract Benefit

¹\$800 per person total per contract year.

²Lifetime maximum benefit of \$800 per person.

- 572 2. To qualify for dental care benefits as described above, each Faculty Member must individually enroll and make proper application for such benefits at the Staff Benefits Office within thirty (30) calendar days of the commencement of his/her regular employment with EMU. A Faculty Member who fails to enroll and make proper application as herein provided is specifically and expressly excluded from this benefits plan, until such time as he/she enrolls and makes proper application during an open enrollment period

3. Provided proper application and enrollment is made by a Faculty Member, EMU agrees to pay the cost for maintaining the benefits plan described above for the Faculty Member, his/her spouse, and eligible dependent children under twenty-three (23) years of age, at a cost not to exceed the applicable cost for full family, two (2) persons, or single person benefits, subject to the same rules set forth in paragraph C.5. above for the payment of group medical benefit costs.

4. A Faculty Member's dental care benefits plan shall terminate on the date that the Faculty Member is terminated, is laid off, the dental care benefits plan terminates, or the Faculty Member goes on an unpaid leave, resigns, or retires.

5. Faculty Members laid off or on unpaid leave shall be eligible to continue their dental care benefits as provided for in Article VIII.D.3. and XI E.5., respectively.

F. Long-Term Disability Benefits

1. EMU agrees to provide and maintain group long-term disability benefits for Faculty Members commencing on the first (1st) day of the month following the month in which the Faculty Member completes his/her first three (3) months of regular employment. Such benefits shall be equal to sixty percent (60%) of the Faculty Member's regular monthly earnings, up to a maximum benefit of \$1,500 per month, and shall begin on the first (1st) day of the fourth (4th) month of disability. Such benefits shall also provide for eligible Faculty Members whose total disability commences at or prior to age sixty (60) to receive benefits up to age sixty-five (65). Eligible Faculty Members whose total disability commences after age sixty (60) will receive benefits for five (5) years after the commencement of total disability or until age seventy (70), whichever is sooner.

2. To qualify for long-term disability benefits as described above, each Faculty Member must individually enroll and make proper application for such benefits at the Staff Benefits Office within thirty (30) calendar days of the commencement of his/her regular employment with EMU. A Faculty Member who fails to enroll and make proper application as herein provided is specifically and expressly excluded from this benefits plan, until such time as he/she enrolls and makes proper application during an open enrollment period.

3. Provided proper application and enrollment is made by a Faculty Member, EMU agrees to pay the premium for maintaining the above described benefits subject to the same rules set forth in paragraph C.5. above for the payment of group medical benefit costs.

4. Changes in benefit amounts based on changes in base salary occur on each October 1st based on the Faculty Member's base salary as of the preceding July 1st. Base salary excludes supplemental appointments and any other extra compensation.

5. A Faculty Member's long-term disability benefits plan shall terminate on the date that the Faculty Member is terminated, is laid off, the disability benefits plan terminates, or the Faculty Member goes on an unpaid leave. However, a Faculty Member on an unpaid leave who is engaged in full time study for an advanced degree shall be eligible to continue his/her long-term disability benefits as provided for in Article XI E.5.

582 G. Workers' Compensation Benefits

EMU shall insure all Faculty Members for on-the-job injuries in accordance with the Michigan Workers' Compensation statutes.

583 H. University Business Travel Insurance Coverage

584 1. EMU shall provide and maintain for all full-time Faculty Members traveling on official University business, anywhere in the world, travel accident insurance benefits in an amount up to a maximum of \$100,000 for loss of life and dismemberment. This insurance shall be subject to an aggregate limitation of \$500,000 as a result of any one (1) accident. If the total of all insurance claims for any one (1) accident does exceed \$500,000, the amount applicable to any one (1) Faculty Member shall be proportionately reduced based on the number of individuals making claim.

585. 2. All other specific terms, conditions, limits of liability and exclusions applicable to said insurance shall be provided for in EMU's policy with its carrier.

586 I. University Business Travel Automobile Insurance Coverage

587 1. EMU agrees to include Faculty Members as additional insureds under its automobile insurance coverage. Such coverage shall provide bodily injury and property damage liability protection up to \$6,000,000 per occurrence. This coverage shall apply on a first dollar basis (no deductible) for Faculty Members operating a University provided automobile.

588 2. This coverage shall also apply for Faculty Members operating a vehicle not provided by EMU while on University business. However, this coverage shall be secondary to (in excess of) any other coverage provided on behalf of the Faculty Member, such as a personal automobile policy. Where other coverage is not provided the Faculty Member, EMU's automobile policy shall apply with a deductible. The deductible shall be equivalent to the limits of mandatory automobile coverage required by the State of Michigan (\$20,000 per person/bodily injury; \$40,000 per occurrence/bodily injury; \$10,000 property damage).

589 3. All other specific terms, conditions, limits of liability, and exclusions applicable to this insurance shall be as provided for in EMU's policy with its carrier.

590 J. Parking

EMU shall provide parking at no charge for all Faculty Members.

591 K. Banking

592 1. Credit Union

EMU shall provide Faculty Members with optional payroll deductions for the EMU Credit Union.

593 2. Direct Deposits . *

EMU shall provide for direct deposit of a Faculty Member's paycheck into one (1) account at any one of the member banks of the Federal Reserve System.

594 Applications for direct deposits are available in EMU's Payroll Office.

595 1. Business Travel at EMU Expense

596 1. Policies

597 a. Travel at EMU expense shall be subject to the advance approval
of the appropriate account executive.

598 b. Applications for approved travel at EMU expense shall be sub-
mitted on APPLICATION FOR TRAVEL, Form B-6. Completed
applications should be made to the appropriate account executive
at least five (5) working days before a trip is taken.

599 c. Costs of travel are charged to the departmental account of the
authorizing office.

600 d. Reservations, schedules, and all arrangements for travel and lodging
are the responsibility of the traveler.

601 e. For motor vehicle travel, a motor pool vehicle is to be used if one
is available. When a motor pool vehicle is not available, reimburse-
ment will be made for the use of a private vehicle only if approved
in advance by the account executive.

602 2. Travel Allowances

603 Reimbursement for ordinary expenses incurred in travel for EMU is
made according to the following schedule of approved travel and sub-
sistence allowances:

604 a. Commercial Transportation . . . Economy Fare.

605 b. Personal Motor Vehicle: 20.5 cents per mile.

606 Reimbursement for use of personal motor vehicles shall not exceed
the equivalent of economy air fare.

607 c. Lodging and meals

Lodging Actual/Reasonable supported by receipts

Breakfast Actual/Reasonable supported by receipts

Lunch Actual/Reasonable supported by receipts

Dinner Actual/Reasonable supported by receipts

Note: Tips are included in the above meal allowances.

608 d. Miscellaneous

(1) Conference registration fees Actual Cost

(2) Tips (hotel only) \$1.00

(3) Parking Actual Cost

(4) Telephone call/Telegraph, EMU business only . Actual Cost

(5) Toll roads and bridges Actual Cost

(6) Area Travel, such as limo to and
from terminals Actual Cost

609 e. Receipts are required for:

(1) Lodging

(2) Toll roads and bridges

(3) Commercial transportation (plane tickets, etc.)

(4) Conference registration fees

(5) Parking over \$1.00

610 f. Actual subsistence expenses are allowed for an official University
delegate in attendance at a convention or other formal gathering
over which the University has no control, if approved by the Dean
or Department Head. An explanation is required on the Travel

Voucher, including the name of the convention. Membership dues to any organization are not reimbursable.

- 611 g. The travel and subsistence reimbursement rates established hereinabove shall be increased or decreased consistent with such rates as may be established in the future by EMU as general policy for EMU employees.

612 M. Tuition Assistance Program For Faculty

- 613 1. A tuition assistance program providing for a waiver of the full cost of tuition fees for up to six (6) semester hours of credit per semester at Eastern Michigan University, shall be available to eligible Faculty Members. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the Faculty Member.

- 614 2. A Faculty Member shall be eligible for a tuition waiver if he/she satisfies the following terms and conditions:

- 615 a. The Faculty Member must have completed one (1) year of service prior to the first day of classes of the term or semester for which he/she plans to register.

- 616 b. The Faculty Member must present evidence of admission to EMU's Staff Benefits Office confirming that he/she has satisfied all admission requirements and is eligible to enroll for courses.

- 617 c. The Faculty Member must submit a completed Application for Tuition Assistance to the Staff Benefits Office not less than five (5) working days prior to registration. Upon approval, a Tuition Fee Voucher will be issued to the Faculty Member.

- 618 NOTE: Failure to submit a completed application within the timelines herein provided forfeits the Faculty Member's eligibility for that term.

- 619 d. The Faculty Member must agree to reimburse EMU for the cost of all tuition assistance benefits forfeited under the terms and conditions hereinafter provided. To assure prompt reimbursement of all amounts paid by EMU for tuition assistance benefits forfeited by the Faculty Member, the Faculty Member shall authorize EMU to collect such amounts through deductions from his/her pay in amounts not to exceed twenty five percent (25%) of the gross amount of each biweekly paycheck (unless the Faculty Member is terminating, in which case the entire amount may be deducted) or other appropriate means.

- 620 3. Faculty Members on full-time (100%) appointments for the term or semester for which application is made shall be entitled to full benefits. Faculty Members on at least a fifty percent (50%) appointment but less than a one hundred percent (100%) appointment shall be entitled to one-half (1/2) the benefits outlined above. Faculty Members on less than a fifty percent (50%) appointment shall be ineligible for tuition assistance benefits.

- 621 4. The Faculty Member must take courses during non working hours.

- 622 5. A Faculty Member shall forfeit tuition assistance benefits and must reimburse the full cost of such benefits to EMU if:

- 623 a. A grade of "pass," or "C" or above ("B" for graduate courses),
is not achieved in any course for which tuition waiver is obtained.
- 624 b. A mark of "Incomplete" (I) is received and not converted to a
passing grade within six (6) months following termination of the
semester in which the course was taken, or the date the Faculty
Member's employment terminates, whichever is earlier.
- 625 c. The Faculty Member withdraws from a course after the date
specified in the course bulletin for one hundred percent (100%)
tuition refund. Exceptions may be made by the Staff Benefits
Manager upon a showing of appropriate cause by the Faculty
Member (e.g., prolonged incapacitating illness, unanticipated con-
flict between a course in which the Faculty Member is required
to teach and the one in which he/she is enrolled, etc.)
- 626 N. Tuition Assistance Program for Employee Spouses and Dependent
Children.
- 627 1. A tuition assistance program providing a waiver of one-half (1/2) the
cost of undergraduate tuition fees at Eastern Michigan University shall
be available to eligible spouses and dependent children of bargaining
unit employees, effective January 1, 1986. This program applies to
tuition only; registration and other incidental fees which may be charg-
ed shall be borne by the spouse or dependent child.
- 628 2. A bargaining unit member's spouse or dependent child shall be eligi-
ble for a tuition waiver if he/she satisfies the following terms and
conditions:
- 629 a. The spouse/dependent child must present evidence of admission
to EMU's Staff Benefits Office confirming that:
- 630 (1) He/she is the dependent child or spouse of a bargaining unit
member.
- 631 (2) He/she has satisfied all admission requirements and is eligible
to enroll for courses.
- 632 3. The spouse or dependent child must submit a completed Application
for Tuition Assistance to the Staff Benefits Office not less than five
(5) working days prior to registering. Upon approval, a Tuition Fee
Voucher will be issued the employee's spouse or dependent child.
- 633 NOTE: Failure to submit a completed application within the timelines
herein provided forfeits eligibility for that term.
- 634 4. A bargaining unit member's spouse or dependent child shall be sub-
ject to all University academic standards, policies and practices and
may be refused admission to the University, enrollment in courses,
or continued enrollment at Eastern Michigan University the same as
any other student of the University.

ARTICLE XX. RETIREMENT BENEFITS

635 A. Types of Retirement Programs

During the term of this Agreement, Faculty Members may retire under one (1) of the University's regular retirement plans, subject to the terms,

conditions, exclusions, and limitations hereinbelow set forth. Under no circumstances may a Faculty Member exercise more than one (1) option.

636 B. Regular Retirement Programs

637 1. Eligibility and Notice

638 A Faculty Member must retire prior to June 30 of the fiscal year in which he/she attains age seventy (70). A Faculty Member planning to retire before age seventy (70) should inform his/her department head one (1) year in advance of his/her anticipated date of retirement.

639 2. Retirement Programs

640 a. Each Faculty Member who is on an appointment of fifty percent (50%) or greater is eligible to participate in one (1) of the following retirement programs:

641 (1) Michigan Public School Employees Retirement System (MPSERS); or

642 (2) Teachers Insurance and Annuities Association—College Retirement Equities Fund (TIAA-CREF).

643 b. Each Faculty Member must elect to participate in one (1) of these retirement programs within ninety (90) calendar days of the commencement of his/her regular employment with EMU. A Faculty Member who does not make such an election within this time period shall automatically be enrolled under the provisions of the Michigan Public School Employees Retirement System (MPSERS). Once a Faculty Member has been so enrolled such enrollment is final and cannot be changed.

644 c. EMU Contributions

(1) EMU shall contribute the amount specified annually by the State of Michigan for each Faculty Member participating in the Michigan Public School Employees Retirement System.

646 (2) EMU's contribution for Faculty Members who participate in TIAA-CREF shall be 17.05% of earnings, less all Social Security contributions required to be made by EMU.

647 (3) Tax Deferred Annuities

EMU agrees to continue to provide a Tax Deferred Annuity Program for Faculty Members.

648 3. Payment of Unused Accumulated Temporary Disability Leave Benefits

649 a. A Faculty Member hired prior to July 1, 1979, who satisfies the minimum age and service requirements hereinafter provided and separates from employment with EMU for retirement purposes, shall be paid fifty percent (50%) of his/her Unused Accumulated Temporary Disability Leave, as provided for in Article XI.A.I., effective the date of his/her termination. Such payments shall be made at the Faculty Member's regular base rate of pay as of the date of termination.

650 b. Age and Service Requirements

651 To be eligible to receive payment for fifty percent (50%) of his/her Unused Accumulated Temporary Disability Leave, the Faculty

Member shall satisfy the following minimum requirements:

(1) The Faculty Member shall be at least fifty-five (55) years of age and must have completed fifteen (15) years of regular full-time service at EMU as of the date of separation; or

(2) The Faculty Member shall be at least sixty (60) years of age and must have completed ten (10) years of regular full-time service at EMU as of the date of separation.

For purposes of this provision, to accumulate one (1) year's service credit the Faculty Member must have worked at least one hundred and seventy (170) days for a minimum of six (6) hours per day in a fiscal year, beginning July 1 and ending June 30.

Proportionate service credit may be granted for less than full time employment [e.g., 170 days at three (3) hours per day equals 5/10 of a year of credit]. No more than one (1) year's service credit may be earned in any one (1) fiscal year.

4. Life Insurance

Faculty Members who terminate their employment with EMU for retirement purposes and satisfy the minimum age and service requirements of Section B.3.b. above, shall be provided a lifetime benefit of one thousand dollars (\$1,000) of life insurance benefits which shall be maintained by EMU at no cost to the Faculty Member.

5. Group Medical Benefits

EMU's contribution to medical benefits, dental benefits, long-term disability benefits and all other fringe benefits shall terminate effective the day following the Faculty Member's last date of active employment with EMU. EMU's contribution to MPERS and TIAA-CREF will also terminate effective the day following the Faculty Member's last date of active employment with EMU.

Faculty Members who terminate their employment with EMU for retirement purposes and satisfy the age and service requirements of Section B.3.b. above, shall be eligible to continue, at their own expense, group medical benefits if enrolled at the time of retirement, consistent with the terms of EMU's master plan document. Faculty Members electing to continue their group medical benefits shall pay the full cost of such continued benefits. Proper application and arrangements for payment of continued benefits must be made in the Staff Benefits Office by no later than thirty (30) calendar days prior to the effective date of the Faculty Member's retirement. The Faculty Member shall pay the full cost of such benefits on a calendar year quarterly basis commencing with the date he/she is removed from the active payroll. The initial payment shall be for the period commencing with the date the Faculty Member is no longer eligible for benefits paid for by EMU, through the end of that calendar year quarter. Payments shall thereafter be remitted in full to EMU's Payroll Office at least fifteen (15) days prior to the beginning of each calendar year quarter.

6. Waiver of Employment Rights

In consideration of EMU's acceptance and approval of a Faculty Member's application for retirement, the Faculty Member shall waive

any and all claims of whatever nature, whether under state or federal laws, this collective bargaining agreement, or EMU policies, which arise out of his/her employment with EMU. By way of illustration and not by way of limitation, Faculty Members shall waive any and all retention priority and tenure rights, all entitlements to future wage and benefit increases, all rights to participate in any and all group benefit plans other than group medical benefits as hereinabove provided, and any and all rights he/she may have to continued employment or reemployment with EMU.

662 7. Irrevocability

Once an individual's notice of retirement has been tendered to and is accepted by EMU, it shall be irrevocable.

663 C. Phased Retirement Plan

664 The Phased Retirement Plan allows a Faculty Member to apply for a three year reduced load prior to retirement.

665 1. Availability of Plan

666 The parties agree that a Phased Retirement Plan shall be offered on a one-time only basis. Any Faculty Member who meets the requirements set forth below is eligible to apply. Eligible Faculty Members who have not filed an application to terminate their employment in accordance with the terms of this Agreement on or before April 15, 1986, shall be deemed ineligible for said plan and shall permanently forfeit all rights thereto.

667 2. Eligibility Requirements

668 To be eligible to apply for the Phased Retirement, a Faculty Member must have completed twenty-five (25) years of service in a regular tenure track position at EMU as of June 30, 1986.

669 For purposes of this provision, to accumulate one (1) year's service credit the Faculty Member must have worked at least one hundred and seventy (170) days for a minimum of six (6) hours per day in a fiscal year, beginning July 1 and ending June 30. Proportionate service credit may be granted for less than full-time employment but not less than half-time employment [e.g. 170 days at three (3) hours per day equals 5/10 of a year of credit]. Faculty Members on paid medical, sabbatical, or other paid leaves from EMU shall receive credit for such service. Authorized unpaid leaves shall not be creditable for the purpose of meeting the twenty-five (25) year service requirement unless such service credit was approved in writing by EMU at the time of said unpaid leave. No more than one (1) service year's credit may be earned in any one (1) fiscal year.

670 Faculty Members who have been laid off or served notice of layoff by EMU prior to submission of a formal application for a Phased Retirement, or who have previously served written notice upon EMU of their intent to retire, shall not be eligible for the Plan herein provided.

671 3. Application Period and Procedure

The application period shall begin upon ratification of this Agreement by both parties and shall run through April 15, 1986. Applications may be obtained from EMU's Staff Benefits Office

- 672 4. Effective Date
A Phased Retirement shall take effect on January 1, 1986, or April 30, 1986, whichever the applicant may so elect, subject to EMU's right to postpone Phased Retirement to the latter date in cases where additional time is deemed necessary to secure a replacement.
- 673 5. Compensation
A Faculty Member who applies for and is subsequently accepted for a Phased Retirement shall be placed on a one-half (1/2) time [i.e. fifty percent (50%)] appointment for which he/she will receive sixty percent (60%) of his/her regular academic year [eight (8) months] base salary for such period the Faculty Member may so elect, up to, but not exceeding, three (3) years duration.
- 674 6. Professional Responsibilities
The Faculty Member accepting a Phased Retirement shall retain responsibility for non-teaching duties such as advising and committee participation on a prorated basis equal to his/her half-time employment.
- 675 7. Fringe Benefits
Faculty Members on a Phased Retirement shall continue to be eligible for all fringe benefits as specified in Article XIX., for the duration of their active employment with EMU.
- 676 8. Temporary Disability Leave
Faculty Members on a Phased Retirement shall receive Temporary Disability Leave days as specified in Article XI.A.2., and shall be eligible to draw from the Central Sick Leave Bank as provided for in Article XI.A.3.f.
- 677 9. Individual Resignation Agreement
A Faculty Member whose application is approved under the terms of this Plan shall be required to execute an individual resignation agreement with the University which shall indicate the date of retirement and describe the Faculty Member's payment and benefit entitlements under the plan and the respective obligations of the parties. No applicant shall be approved or shall otherwise be eligible for a Phased Retirement until said agreement is duly executed by the parties, which agreement shall expressly supercede all earlier oral or written agreements between the Faculty Member and EMU and shall constitute the parties' sole and entire agreement.
- 678 Upon retirement, all benefits to which the Faculty Member is entitled under the provisions of XX.B. shall apply.
- 679 B. Replacement of a Retired Faculty Member
The replacement, partial replacement or non-replacement of Faculty Members who avail themselves of the Phased Retirement plan shall be at EMU's discretion, subject only to the provisions of Article IX. of this Collective Bargaining Agreement. If replacement is deemed necessary, EMU shall have the right to make such replacement with lecturers, or other bargained for or non bargained for staff, for up to four (4) years in any departments in which a phased retirement has been accepted, whichever EMU, in its sole and exclusive discretion,

may so decide. If continued replacement is required after the expiration of this four (4) year period, such replacement must be with a regular Bargaining Unit member.

680 II. Irrevocability

Once a Phased Retirement application has been tendered to and is accepted by EMU, it shall be irrevocable. Acceptance of this plan shall be permanent and the Faculty Member shall thereafter not be eligible for recall to full-time appointment under the provisions of Article VIII.E.

681 D. Retirement or Phased Retirement as an Alternative to Layoff Plan

The parties agree that the time limits for application for the above referenced plans may be waived by EMU at its sole discretion and may be offered to Faculty Members in departments in which one (1) or more layoff notices have been given, or which have been notified by EMU as being subject to layoff.

ARTICLE XXI. TENURE BUYOUT PLAN

682 A. Availability of plan

The parties agree that the Tenure Buy-out Plan, wherein certain Faculty Members may elect to receive payment in return for cancellation of their original tenure contract right, shall be offered during the 1985-86 academic year. Any Faculty Member who meets the requirements set forth below is eligible to apply.

683 B. Eligibility Requirements

684 Immediately upon ratification of the Agreement, Faculty Members who have completed at least twenty (20) years or more of service in a regular tenure track position at EMU shall be eligible to apply for the Tenure Buy-Out Plan during the 1985-86 academic year.

685 For purposes of this provision, to accumulate one (1) year's service credit the Faculty Member must have worked at least one hundred and seventy (170) days for a minimum of six (6) hours per day in a fiscal year, beginning July 1 and ending June 30. Proportionate service credit may be granted for less than full-time employment but not less than half-time employment [e.g., 170 days at three (3) hours per day equals 5/10 of a year of credit]. Faculty Members on paid medical, sabbatical or other paid leaves from EMU shall receive credit for such service. Authorized unpaid leaves shall not be creditable for the purpose of meeting the twenty (20) year service requirement unless such service credit was approved in writing by EMU at the time of said unpaid leave. No more than one (1) service year's credit may be earned in any one (1) fiscal year.

686 Faculty Members who have been laid off or served notice of layoff by EMU prior to submission of a formal application for the Tenure Buy-Out Plan or who have previously served written notice upon EMU of their intent to retire, shall not be eligible for the Tenure Buy Out Plan herein provided.

687 C. Application Period and Procedure

The application period shall begin upon ratification of this Agreement

by both parties and shall run through April 15, 1986. Applications may be obtained from EMU's Staff Benefits Office.

688 D. Effective Date

The Tenure Buy-Out Plan shall be effective on December 31, 1985 or April 30, 1986, whichever the applicant may so elect. Effective dates shall be subject to EMU's right to postpone the Buy-Out period in cases where additional time is deemed necessary to secure a replacement.

689 E. Terms of Buy-Out

690 A Faculty Member who applies for and is subsequently approved for the Tenure Buy-Out Plan shall be entitled to a payment consisting of an amount equal to his/her final regular academic year base salary, plus a payment consisting of \$650.00 per year of service, less any amounts received through workers' compensation and/or unemployment benefits.

691 Said amount shall be paid out on a biweekly basis over a thirty-six (36) month period, commencing with the first month after the effective date of the Tenure Buy-Out Plan.

692 For a period of sixty (60) months following the effective date of a Faculty Member's tenure buy-out, or until he/she reaches the age of seventy (70), or until his/her death, whichever comes first, EMU shall also provide group medical benefits identical to those provided by EMU to regular full-time Faculty Members, subject to the understanding that, except in the case of those Faculty Members eligible for Medicare benefits, Faculty Members shall immediately forfeit all rights to said benefits should they otherwise be eligible for, or subsequently become eligible for, medical benefits as a primary insured through any source other than MPSEERS, regardless of the nature or source of said benefits. Faculty Members eligible for Medicare shall be provided with the exact full complementary coverage and Medicare "Part B" insurance reimbursement under the same conditions applicable to regular full time Faculty Members eligible for Medicare insurance, as provided for in Article XIX., C.2. Within twenty (20) calendar days of the Faculty Member's becoming eligible for medical benefits coverage through another source he/she must serve appropriate written notice upon EMU that his/her medical benefits are to be terminated. Said notice shall be by certified mail to EMU's Staff Benefits Office. Failure to so notify EMU shall result in the Faculty Member's becoming liable to EMU in an amount equal to any and all payments made by EMU toward medical benefits for which he/she was not entitled. Any or all such sums owed EMU by virtue of the Faculty Member's noncompliance with the provisions herein set forth, may be deducted from any outstanding sums payable by EMU to him/her or may otherwise be collected by EMU through appropriate civil process. Further, should the Faculty Member later become ineligible for medical benefits through another source, he/she may have EMU's coverage reinstated upon appropriate written application to EMU, subject to the limitations hereinabove provided.

693 I Termination of Insurance Coverages

EMU's contribution for dental benefits, long term disability benefits and other fringe benefits shall terminate effective the day following the Faculty Member's last date of active employment with EMU. EMU's contributions to MPSEERS and HIAA CREF will also terminate

effective the day following the Faculty Member's last date of active employment with EMU.

694 2. Offsets for Unemployment/Workers' Compensation Benefits

It is understood and agreed that in the event the Faculty Member applies for and receives unemployment or workers' compensation benefits attributable to his/her service to EMU, the Faculty Member's entitlements under this Tenure Buy-Out Plan shall be reduced in an amount equal to said benefits so received. Should the Faculty Member receive unemployment or worker's compensation benefits subsequent to his/her receipt of all or any part of such Tenure Buy-Out Payments the Faculty Member shall reimburse EMU an amount equal to said benefits up to but not to exceed the total amount of the payments provided for under this Plan. If the Faculty Member should fail to reimburse EMU upon its request, EMU may enforce this agreement through appropriate civil process.

695 3. Waiver of Employment Rights

In consideration of EMU's acceptance and approval of a Faculty Member's application for a Tenure Buy-Out Plan, the Faculty Member shall waive, effective the date of his/her separation from EMU, any and all tenure rights, all entitlements to future wage and benefit increases, all rights to payments for accumulated temporary disability leave benefits, all rights to participate in any and all group benefit plans other than the group medical benefit plan as hereinabove provided, and any and all rights he/she may have to continued employment or reemployment with EMU.

696 4. Individual Resignation Agreement

A Faculty Member whose application is approved under the terms of this Tenure Buy-Out Plan shall be required to execute an individual resignation agreement with the University which shall describe the Faculty Member's payment and benefit entitlements under the plan and the respective obligations of the parties. No applicant shall be approved or shall otherwise be eligible for tenure buy-out payments until said agreement is duly executed by the parties, which agreement shall expressly supercede all prior collective bargaining agreements and all prior oral or written agreements between the Faculty Member and EMU and shall constitute the parties' sole and entire agreement.

697 F. Replacement of Retired Faculty Member

The replacement, partial replacement or non-replacement of Faculty Members who avail themselves of the Tenure Buy-Out Plan shall be at EMU's discretion, subject only to the provisions of Article IX. of this Collective Bargaining Agreement. If replacement is deemed necessary, EMU shall have the right to make such replacement with lecturers, or other bargained for or non-bargained for staff, for up to four (4) years in any department in which the Tenure Buy-Out has been accepted, whichever EMU, in its sole and exclusive discretion, may so decide. If continued replacement is required after the expiration of this four (4) year period, such replacement must be a regular Bargaining Unit member.

698 G. Irrevocability

Once a Tenure Buy-Out Plan application has been tendered to, and is accepted by EMU, it shall be irrevocable.

699 H. Buy Out Re-opener

The parties agree to meet no later than August 15, 1986 to discuss a possible extension of this plan beyond the 1985-86 academic year, or adoption of a modified plan in subsequent academic years. If mutual agreement is reached, the terms of the extension or modification shall be reduced to writing in a Memorandum of Understanding.

ARTICLE XXII. DEATH BENEFITS

700 A. Accrued Wages

All accrued wages earned and unpaid as of the date of a Faculty Member's death shall be paid pursuant to applicable Michigan law.

701 B. Payment of Unused Accumulated Temporary Disability Leave Benefits

A Faculty Member hired prior to July 1, 1979, who dies during the course of his/her employment with EMU, and who otherwise satisfies the eligibility criteria set forth in Article XX B.3. of this Agreement for a retirement benefit in the amount of fifty percent (50%) of his/her accumulated temporary disability leave, if any, shall be entitled to have said amount paid as a death benefit pursuant to applicable Michigan law to his/her designated beneficiary or estate. Such payment will be made at the Faculty Member's regular rate of pay as of the date of death.

702 C. If a Faculty Member participating in the Tenure Buy Out Program dies before the terms of the Program have been fulfilled, any unpaid portion of the Faculty Member's Buy Out settlement shall be made to his/her designated beneficiary or estate, at such times and in such amounts as would have applied to the Faculty Member.

ARTICLE XXIII. HEALTH AND SAFETY COMMITTEE

703 The Association President or his/her designee shall be permitted to serve on the University's Health and Safety Committee.

704 The Association and EMU recognize it to be one of the functions of the Health and Safety Committee to make recommendations to the administration for the purpose of eliminating and controlling unsafe conditions liable to cause injury or illness to employees.

705 Although it is specifically agreed and understood that any recommendations made by the Association on health and safety issues shall be considered as purely advisory in their nature, the Association may present its recommendations, in the form of a written report, to the Health and Safety Committee for its review.

706 The report shall include a complete identification of the unsafe condition, recommendation(s) for addressing said condition, costs of implementation of said recommendation(s) if reasonably ascertainable, and such other documentation as may be appropriate to a complete and thorough understanding of the problem and the accompanying recommendations.

707 If supported by a two thirds (2/3) majority vote of the Health and Safety Committee, the Association may request that its report be forwarded by said Committee, along with any additional written comments/recommendations

the Committee may deem appropriate, to the Director of the Physical Plant for his/her review. Within a reasonable period thereafter, the Director of the Physical Plant shall advise the Health and Safety Committee, in writing, of the results of his/her review and such corrective actions he/she may have directed or intends to direct, if any, to eradicate the unsafe condition. If the Director of the Physical Plant fails to reply, or fails to support the Association's recommendations, the Association may request the Health and Safety Committee to forward its report, and all related materials, to the Vice President for Business and Finance for his/her review. In its request the Association shall provide a written statement detailing in what specific respects it takes issue with the Director of Physical Plant's disposition of the problem, and such action(s) it recommends be implemented in lieu thereof. If supported by a two-thirds (2/3) majority vote of the Health and Safety Committee, the Association's report and recommendations shall be forwarded to the Vice President for Business and Finance for review and such action as he/she shall deem appropriate in the circumstances.

ARTICLE XXIV. SPECIAL CONFERENCES

- 708 At the request of the Association or EMU, the parties shall confer at such reasonable times as both parties shall agree to consider problems in implementing this Agreement and matters of mutual concern.
- 709 All such conferences shall be arranged through the President of the Association or his/her designated representative and the Executive Director of Human Resources or his/her designated representative.

ARTICLE XXV. STRIKES AND LOCKOUTS

- 710 A. It is agreed that on the part of the Association there shall, during the term of this Agreement, be no strike, stoppage of work or slowdown, and on the part of EMU, no lockout.
- 711 B. In the case of any strike, slowdown, or other suspension of work not authorized by the Association, its officers or agents, and not called in compliance with the terms and provisions of this Agreement, EMU agrees that such violation of this Agreement shall not cause the Association, its officers or agents to be liable for damages; provided that the Association complies fully with the following:
- 712 1. The Association's obligation to take action shall commence immediately upon receipt of notice from EMU that a violation has occurred.
- 713 2. Immediately upon receipt of such notice the responsible Association representative shall immediately talk with those Faculty Members responsible for or participating in such violation, stating to them that:
- 714 a. Their action is in violation of the Agreement, subjecting them to discharge or discipline.
- 715 b. The Association has not authorized the strike, slowdown, or suspension of work and does not approve or condone it.
- 716 c. The Association instructs the Faculty Members to immediately return to their respective jobs, and submit any grievances they may have through the grievance procedure provided for in the Agreement.

ARTICLE XXVI. PAST PRACTICES

- 717 General personnel policies, applicable to Faculty Members and formally approved by the Board of Regents prior to the date of this Agreement and not otherwise modified or referenced herein, shall only be changed after notification to the Association of intent to change and negotiation to agreement or to impasse relative to the proposed change.

ARTICLE XXVII. COMPUTATION OF WORK TIME

- 718 In those instances in which the computation of the number of hours in a regular Faculty Member's workday, workweek or academic workyear is necessary, the following formula shall apply:
- 719 One (1) full-time academic year or its equivalent = 34 weeks
- 720 One (1) full-time academic year or its equivalent = 1360 hours
- 721 Faculty appointments of less than full-time shall be prorated in accordance with the above formula.

ARTICLE XXVIII. NOTIFICATION

- 722 The following procedures shall satisfy notification requirements in this Agreement:
- 723 A. Delivery to a Faculty Member
- Delivery of written notice to a Faculty Member means: (1) handing it to the Faculty Member personally; or (2) leaving it at his/her office with his/her departmental secretary; or (3) leaving it at his/her last known residence with some person of suitable age and discretion residing therein.
- 724 B. Mailing
- Notification by mail shall be deemed to have occurred as of the date posted at a bona fide off-campus United States Postal Service Office and addressed to the Faculty Member's last known residence.

ARTICLE XXIX. OTHER PROVISIONS

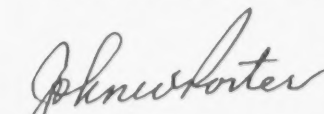
- 725 A. Agreement Construction
- The paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.
- 726 B. Saving Clause
- If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party thereto, FMU and the Association shall immediately enter into collective bargaining for the pur

pose of negotiating a mutually satisfactory replacement for such provision.

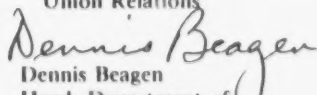
ARTICLE XXX. DURATION AND AMENDMENT

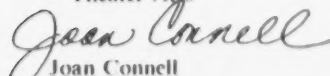
- 727 This Agreement shall continue in full force and effect from September 1, 1985 to and including August 31, 1987. The Agreement shall continue in effect from year-to-year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, EMU and the Association shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modifications in the Agreement not less than sixty (60) days prior to the expiration of the Agreement.
- 728 If, pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall expire at the expiration date unless it is extended for a specified period by mutual agreement of the parties.
- 729 In witness whereof, this Agreement has been executed by the parties by their duly authorized representatives this 24th day of September, 1985.

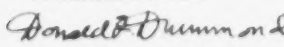
EASTERN MICHIGAN UNIVERSITY


John W. Porter
President

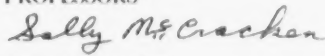

David D. Fammany
Chief Negotiator,
Director of Staff and
Union Relations

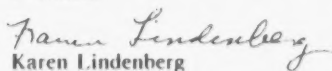

Dennis Beagen
Head, Department of
Communication and
Theater Arts

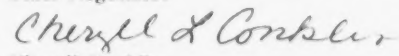

Joan Connell
Associate Provost

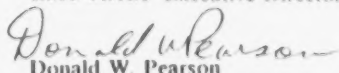

Donald F. Drummond
Dean, College of Arts and Sciences

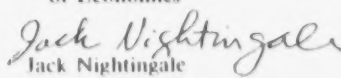
EASTERN MICHIGAN UNIVERSITY
CHAPTER OF THE AMERICAN
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PROFESSORS


Sally McCracken
President


Karen Lindenberg
Chief Negotiator


Cheryl L. Conklin
EMU-AAUP Executive Director


Donald W. Pearson
Professor, Department
of Economics


Jack Nightingale
Assistant Professor,
Department of Management

APPENDIX A

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE EASTERN MICHIGAN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

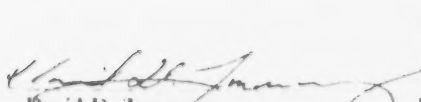
It is agreed and understood that the MFA designated as equivalent to the PhD is intended to reflect the decision of Arbitrator William Haber of June 29, 1977. Accordingly, only Faculty Members covered by that decision shall be considered to be automatically entitled to such equivalencies. However, in those cases in other disciplines where the MFA is determined by EMU and AAUP to be the terminal degree and considered equivalent to a PhD., Faculty Members with the MFA in such a discipline shall, upon approval of the parties, have such degree equivalency recognized. A request for such a determination may be initiated by a Department to either EMU or the AAUP.

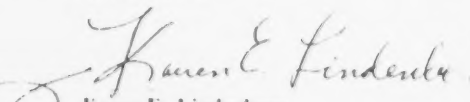
It is further understood that educational equivalencies which have been or may be included in the Departmental Evaluation Documents developed in accordance with the provisions of Article XIII in the preceding Collective Bargaining Agreement, shall not be construed to imply equivalency for the PhD except in those limited instances where the J.D. degree has been determined in the Departmental Evaluation Documents to be the appropriate terminal degree for Faculty Members specifically assigned specialized courses related to law and/or the legal system.

Faculty Members who attain degrees equivalent to the PhD as provided herein, shall not be eligible for compensation for the attainment of the doctorate as provided in Article XVIII.J.

EASTERN MICHIGAN UNIVERSITY

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PROFESSORS


David D. Tammany
Director of Staff and
Union Relations


Karen E. Lindenberg
Chief Negotiator

APPENDIX B

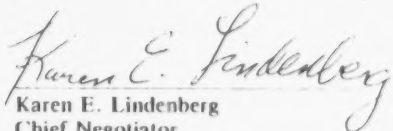
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE EASTERN MICHIGAN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

It is hereby understood and agreed between Eastern Michigan University and Eastern Michigan University Chapter of the American Association of University Professors that two (2) Faculty Members shall be appointed to a University-Wide Task Force which shall be formed by no later than September 30, 1985, for the purpose of evaluating and issuing a report/recommendations regarding current University benefits costs/offerings and alternative health care benefits costs/offerings (e.g., HMO's, PPO's, etc.).

EASTERN MICHIGAN UNIVERSITY

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Union Relations


Karen E. Lindenberg
Chief Negotiator

APPENDIX C

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE EASTERN MICHIGAN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

RE: MANDATORY SECOND OPINION (MSO) RIDER

It is hereby understood and agreed between Eastern Michigan University and Eastern Michigan University Chapter of the American Association of University Professors that the University may, at its discretion, implement a Mandatory Second Opinion (MSO) Program for EMU-AAUP Bargaining Unit Members, as described below:

MSO (Mandatory Second Opinion) RIDER

In those instances of non-emergency surgery, it shall be mandatory, prior to surgery, that an employee obtain a second medical opinion, paid for by the University, for surgical procedures involving:

1. eyes (primarily cataract surgery)
2. gall bladder
3. hernia repair
4. heart bypass
5. heart valve
6. hysterectomy
7. fallopian tubes and/or ovaries
8. nasal (primarily rhinoplasty)
9. tonsils and/or adenoids
10. prostate

Notwithstanding the results of the second medical opinion, the employee retains the right to elect surgery, without penalty; however, if the mandatory second opinion is not obtained prior to surgery, and surgery is elected, the standard benefit level for the surgery shall be reduced by twenty percent (20%).

In order to obtain the mandatory second opinion, the employee is required to contact the Blue Cross/Blue Shield office of Michigan Referral Center, which will furnish to the employee the names of three (3) specializing physicians from whom the employee may choose one (1) for the second opinion.

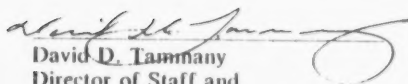
At the employee's option, a third surgical opinion for the ten (10) surgeries listed above will be provided when the second opinion did not confirm the first surgeon's recommendation.

In addition, should the University provide the Mandatory Second Opinion (MSO) Rider to Bargaining Unit Members, it shall also provide a voluntary second opinion program whereby the University agrees to pay for a second medical opinion, if so elected by an employee, prior to surgery for procedures not specifically stipulated in the mandatory program.

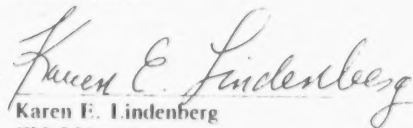
It is further understood and agreed that the University shall notify EMU-AAUP thirty (30) days in advance of the implementation of such a Program.

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PROFESSORS



David D. Tammany
Director of Staff and
Union Relations



Karen E. Lindenberg
Chief Negotiator

APPENDIX D

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE EASTERN MICHIGAN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

It is hereby understood and agreed between Eastern Michigan University and Eastern Michigan University Chapter of the American Association of University Professors that in those instances where it is required by Departmental Evaluation Documents that a Faculty Member shall give documented evidence of scholarly and/or creative activity which advances the corpus of insight and/or knowledge in his/her discipline or area of specialization, the less stringent requirement that a Faculty Member shall give documented evidence of his/her contribution to his/her discipline or area of specialization through scholarly and/or creative activity shall apply. It is also agreed that in those cases where the Departmental Evaluation Documents require that scholarly activity be evaluated every year, the interim evaluation provisions of Article XV, of the 1985 Master Agreement shall apply.

EASTERN MICHIGAN UNIVERSITY

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PROFESSORS



David D. Jammany
Director of Staff and
Union Relations



Karen E. Lindenberg
Chief Negotiator

APPENDIX E

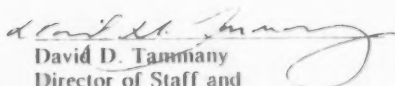
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE EASTERN MICHIGAN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

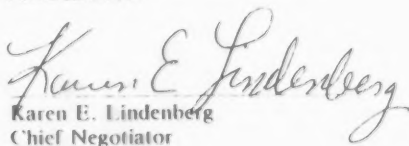
Eastern Michigan University and the Eastern Michigan University Chapter of the American Association of University Professors hereby agree that in order to facilitate the transition from the tenure application provisions of the August 30, 1984 Memorandum of Understanding to the provisions of the 1985 Master Agreement, Faculty Members who are eligible to apply for tenure under the provisions of the above-mentioned Memorandum of Understanding and who are not eligible for tenure evaluation under the provisions of the 1985 Master Agreement [e.g., fifth (5th) year assistant professors] may select one of the following options:

1. The Faculty Member may apply for tenure in accordance with the provisions of the August 30, 1984 Memorandum of Understanding subject to the time limit of the 1985 Master Agreement. In the event that the Faculty Member is not recommended for tenure, he/she shall be granted a terminal appointment for the following year.
2. The Faculty Member may be evaluated in accordance with the provisions of the 1985 Master Agreement.

EASTERN MICHIGAN UNIVERSITY

EASTERN MICHIGAN UNIVERSITY
CHAPTER OF THE AMERICAN
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PROFESSORS


David D. Tannany
Director of Staff and
Union Relations


Karen E. Lindenberg
Chief Negotiator

APPENDIX F

MINIMUM SALARY TABLE

	INSTRUCTOR			ASSISTANT		ASSOCIATE		PROFESSOR	
	B.A.	M.A.	PhD	M.A.	PhD	M.A.	PhD	M.A.	PhD
1.	16609	17460	20436	19869	21287	24689	26107	30076	31495
2.	17009	17860	20836	20269	21687	25089	26507	30476	31895
3.	17409	18260	21236	20669	22087	25489	26907	30876	32295
4.	17809	18660	21636	21069	22487	25889	27307	31276	32695
5.	18209	19060	22036	21469	22887	26289	27707	31676	33095
6.	18609	19460	22436	21869	23287	26689	28107	32076	33495
7.	19009	19860	22836	22269	23687	27089	28507	32476	33895
8.	19409	20260	23236	22669	24087	27489	28907	32876	34295
9.	19809	20660	23636	23069	24487	27889	29307	33276	34695
10.	20209	21060	24036	23469	24887	28289	29707	33676	35095
11.	20609	21460	24436	23869	25287	28689	30107	34076	35495
12.	21009	21860	24836	24269	25687	29089	30507	34476	35895
13.	21409	22260	25236	24669	26087	29489	30907	34876	36295
14.	21809	22660	25636	25069	26487	29889	31307	35276	36695
15.	22209	23060	26036	25469	26887	30289	31707	35676	37095

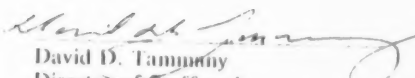
APPENDIX G

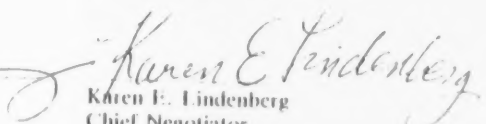
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE EASTERN MICHIGAN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

It is agreed by the parties that all proposals and counterproposals exchanged and withdrawn by either party during the negotiations of the 1985 Agreement are withdrawn without prejudice either as to the future interpretation or application of the provisions of this Agreement.

EASTERN MICHIGAN UNIVERSITY

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